



BENTONVILLE CITY COUNCIL AGENDA

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. Those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make “live” public comments orally in the event they cannot attend the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

City Council Meeting

Tuesday, November 22, 2022 6:00 p.m.

City Hall

305 S.W. “A” Street

Planning Commission Meeting Room

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on November 22, 2022:**

https://us02web.zoom.us/webinar/register/WN_cCoW4BliSYaYeotlZ1qoTA

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: November 8, 2022

AGENDA

1. Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Sergeant Michael Meadors on his retirement from the City of Bentonville Police Department, effective October 31, 2022. This resolution recognizes Michael Meadors for more than 20 years of dedicated and decorated law enforcement service, to include 12 years of service to the Bentonville Police Department. This resolution also wishes Michael Meadors much health, happiness, and continued success in all his future endeavors. See attached resolution. (Pages 9-10)

2. Planning:

- 2a. **Ordinance accepting a lot split of Tract 2A, Part of Outlot 9, of the Original Town of Bentonville; creating new Lot 205 of the Original Town of Bentonville; to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS19-0040) 804 N Main Street.**

(Pages 17-19)

The Planning Commission voted 7-0, recommending approval.

A lot split of Tract 2-A of the Original Town of Bentonville creating new Lot 205 (+/- 0.33 acres) and Lot 206 (+/- 0.14 acres). The plat dedicates a 15-foot utility easement along the front of each lot, as well as additional right-of-way along each lot to meet the requirements of the Master Street Plan.

- 2b. **Ordinance accepting a lot split of Lot 16 Block 1, of Railroad Addition; creating new Lot 30 of Railroad Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0054) 306 South Main Street.**

(Pages 20-22)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 16 Block 1 of Railroad Addition, creating new Lot 30 of Railroad Addition. The plat dedicates no new right-of-way or easements.

- 2c. **Ordinance accepting a property line adjustment of Lots 14, 15, 16, 17, & 18, W.A. Burk's Addition; creating new Lot 27 of W.A. Burk's Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0056) NE Monroe Street.**

(Pages 23-26)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 14, 15, 16, 17, & 18, creating new Lot 27 (+/- 0.88 acres) of W. A. Burk's Addition. The plat dedicates no easements no right-of-way.

- 2d. **Ordinance accepting a property line adjustment of Lots 5, 6, & 7 of B-W Heights Subdivision; creating new Lot 9 of B-W Heights Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0023) 903, 905, & 907 SE 10th Street.**

(Pages 27-29)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 5, 6, and 7, creating new Lot 9 (+/- 0.74 acres) of B-W Heights Subdivision. The plat dedicates a 25-foot-wide drainage and utility easement along the northern property line, a 10-foot-wide utility easement along the east property line, and a 5-foot-wide utility easement along the south property line. 12.5-feet of right-of-way is being dedicated along 10th Street in compliance with the Master Street Plan.

- 2e. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DE, Downtown Edge; and for other purposes (Project Number: RZ22-0048) 406 SE 7th Street.**

The Planning Commission voted 6-0, recommending approval.

Note: *Commissioner Wright abstained from this vote due to a conflict of interest.*

The Future Land Use Plan currently shows this property as Downtown Core, in which DE zoning is appropriate. Downtown commercial areas include traditional mixed-use developments with a focus on design, character, and pedestrian access. Ground floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area looks to leverage the existing urban fabric of walkability and connectivity to increase density. The area and neighborhood in which this property is located consists of a mix of zoning districts and uses. A rezone to DE would not be inappropriate at this location, considering said mixes in zoning and uses, as well as the proximity of the property to Southeast 8th Street, a designated arterial, as well as Southeast C Street, a designated collector.

This request is consistent with the Community Plan and Future Land Use Map. DE zoning is appropriate in a Downtown Commercial designated location, as well as in Priority Area 1. Additionally, the uses permitted in DE would contribute to goals of the Community Plan by increasing density and connectivity. Planning staff recommends approval of the rezoning request.

- 2f(1). **Resolution amending the City of Bentonville future land use map for a specific area from Agriculture to Medium-Density Residential; and for other purposes (Project Number: RZ22-0052) South Vaughn Road.**

(Pages 34-40)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts these properties as Agriculture; however, the applicant is requesting changes in the Future Land Use Plan to Medium-Density Residential. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc. These properties are located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place. Water utilities are located along South Vaughn Road and sewer is available through the City of Centerton.

- 2f(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to R-2, Medium Density Two Family and Townhome Residential; and for other purposes (Project Number: RZ22-0052) South Vaughn Road.**

(Pages 34-42)

The Planning Commission voted 7-0, recommending approval.

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

While this request is not consistent with the Future Land Use Plan, it is consistent with some of the development patterns located in the vicinity. While this property is near to existing local utilities, the Community Plan does encourage the city to consider reserving or preserving land in or near new residential subdivisions for commercial uses to serve these subdivisions. This is especially important the further a request is from the more highly developed portions of Bentonville. By preserving these areas now, commercial uses can more easily integrate into new neighborhoods and areas which brings goods and services closer to more residents and lessens the number of trips across the length of the city.

2g(1). **Resolution amending the City of Bentonville future land use map for a specific area from Agriculture to High-Density Residential; and for other purposes (Project Number: RZ22-0053) South Vaughn Road.**

(Pages 34-44)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts these properties as Agriculture; however, the applicant is requesting changes in the Future Land Use Plan to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

These properties are located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place. Water utilities are located along South Vaughn Road and sewer is available through the City of Centerton.

2g(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to R-3, Medium-High Density Multifamily Residential; and for other purposes (Project Number: RZ22-0053) South Vaughn Road.**

(Pages 34-46)

The Planning Commission voted 7-0, recommending approval.

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable environment for medium density residential

development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development. Within this district, zero lot line and townhouses are permitted.

While this request is not consistent with the Future Land Use Plan, it is consistent with some of the development patterns located in the vicinity. While this property is near to existing local utilities, the Community Plan does encourage the city to consider reserving or preserving land in or near new residential subdivisions for commercial uses to serve these subdivisions. This is especially important the further a request is from the more highly developed portions of Bentonville. By preserving these areas now, commercial uses can more easily integrate into new neighborhoods and areas which brings goods and services closer to more residents and lessens the number of trips across the length of the city.

- 2h(1). **Resolution amending the City of Bentonville future land use map for a specific area from Agriculture to Medium-Density Residential; and for other purposes (Project Number: RZ22-0055) South Vaughn Road.**

(Pages 34-48)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts these properties as Agriculture; however, the applicant is requesting changes in the Future Land Use Plan to Medium-Density Residential. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc. These properties are located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place. Water utilities are located along South Vaughn Road and sewer is available through the City of Centerton.

- 2h(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to R-2, Medium Density Two Family and Townhome residential; and for other purposes (Project Number: RZ22-0055) South Vaughn Road.**

(Pages 34-50)

The Planning Commission voted 7-0, recommending approval.

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

While this request is not consistent with the Future Land Use Plan, it is consistent with some of the development patterns located in the vicinity. While this property is near to existing local utilities, the Community Plan does encourage the city to consider reserving or preserving land in or near new residential subdivisions for commercial uses to serve these subdivisions. This is especially important the further a request is from the more highly developed portions of Bentonville. By preserving these areas now, commercial uses can more easily integrate into new neighborhoods and areas which brings goods and services closer to more residents and lessens the number of trips across the length of the city.

- 2i. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of DC, Downtown Core to PRD, Planned Residential Development; and for other purposes (Project Number: PRD22-0003) Southwest A Street and South Main Street at Southwest 14th Street.**

(Pages 51-56)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Mixed-Use Commercial. Mixed-use commercial areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses. Parking may be more prominent in these areas than in Downtown commercial areas but should be sited and designed to not be detrimental to the character of the area. The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment and intensification in and around Downtown Bentonville.

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 applicant is proposing a Planned Residential Development (PRD) consisting of six 3-story multi-family structures on 4.74 acres to be constructed in two phases. At full build-out, the development will consist of 238 residential units and approximately 5,000 square-feet of commercial space. The PRD exceeds the minimum open space requirements by devoting 19% of the total area of the site to common open space and 894 square feet of land area per dwelling unit. 235 total parking spaces are being provided, as well as some on-street parking with improvements to both Southwest A Street and South Main Street. 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. A larger-than-usual setback is shown on the East side along South Main Street due to required setbacks from overhead electric utilities. All landscaping requirements are met from the Land Development Code, including perimeter and parking lot landscaping.

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.

3. Utility Board:
- 3a. A Resolution authorizing a budget adjustment, in the amount of \$400.00, to allow for the purchase of a 2023 Ram Crew Cab 1500 4X4. Utility Board approved this request 4-0. **(Pages 57-62)**
- 3b. Ordinance to enter into an agreement with Service Electric Company and waive the requirements for competitive bidding to relocate the old Substation "B" transformer to the Bentonville City Warehouse and an associated budget adjustment for \$74,180.00. Due to the need to relocate the transformer to allow Wal-Mart to use the area as a laydown yard, it is not feasible to solicit competitive bids. Approved by Utility Board 4-0. **(Pages 63-71)**
- 3c. Ordinance and waiver of bid to purchase a 161 kV breaker from GE Grid Solutions, LLC. to replace a non-load break switch in Substation "B" for \$69,650.00 plus tax (estimated to be \$6,616.75). This is a sole source items and matches existing breakers used in all of Bentonville's substations, therefore it is not practical to solicit competitive bids. Approved by Utility Board 4-0. **(Pages 72-115)**
- 3d. Amendment to Ordinance 2022-56 for Purchase of Transformers due to increase costs. See attached memo for break down. Approved by Utility Board 4-0. **(Pages 116-126)**
4. Resolution authorizing a budget adjustment in the amount of \$75,000.00 for Fuel Supplies (102010-42030), based on the increased fuel cost during the year. This amount will cover the remaining fuel expenses for 2022 (November/December). Note: the 2022 budgeted amount for fuel was \$277,234.00. Currently have used \$285,288.00 as of the end of October billing. **(Pages 127-129)**
5. Resolution awarding the bid and allowing the Mayor and City Clerk to enter into a contract with APAC Central, Inc. for the construction of Water Tower Rd & 8th St Extension Phase 2 (MUNIS 20ST000005; PIIP21-0013; IFB-22-91). The contract amount is \$6,406,052.52. **(Pages 130-157)**
6. Resolution allowing the Mayor and City Clerk to enter into a professional services agreement with O.R. Colan Associates, LLC for property acquisition services for NW 9th & D Street (PIIP22-0010, MUNIS 21EN0009). The cost of this contract will be \$59,500.00. This firm was selected following the City's standard SOQ selection process for the procurement of professional services in accordance with state law and the City's Purchasing Policy. **(Pages 158-174)**
7. Resolution allowing the Mayor and City Clerk to enter into a professional services agreement with Volkert, Inc. for property acquisition services for Bentonville Sidewalk Improvements Acquisitions. The cost of this contract will be \$45,000.00. This firm was selected following the City's standard SOQ selection process for the procurement of professional services in accordance with state law and the City's Purchasing Policy. This is 2022 budgeted expense. **(Pages 175-192)**
8. Resolution for Budget Adjustment of \$8,500.00 to cover public notification (newspaper publication) expenses for the rest of 2022. The Purchasing Department has published over 100 solicitations in 2022, with numerous solicitations requiring a second publication due to re-bids. **(Pages 193-195)**
9. Approve Resolution adopting the 2023 Budget. **(Pages 196-245)**

10. Ordinance approving the 2023 pay plan. **(Pages 246-249)**
11. Ordinance approving changes to section 8.7 of the City personnel policy manual. **(Pages 250-253)**



Agenda Item Form

Date of City Council Meeting	11/22/2022
Department	Police Department
Submitted by	Ray Shastid- Chief
Phone	(479) 271-3173

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Sergeant Michael Meadors on his retirement from the City of Bentonville Police Department, effective October 31, 2022. This resolution recognizes Michael Meadors for more than 20 years of dedicated and decorated law enforcement service, to include 12 years of service to the Bentonville Police Department. This resolution also wishes Michael Meadors much health, happiness, and continued success in all his future endeavors. See attached resolution.					

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





City of Bentonville State of Arkansas

RESOLUTION

SERGEANT

Michael S. Meadors

WAS BORN IN SPRINGDALE, ARKANSAS AND GRADUATED FROM ROGERS HIGH SCHOOL IN ROGERS, ARKANSAS IN MAY 1997, AND ATTENDED COLUMBIA SOUTHERN UNIVERSITY, EARNING AN ASSOCIATE'S DEGREE IN CRIMINAL JUSTICE IN APRIL 2020; AND _____

WHEREAS, SERGEANT MICHAEL S. MEADORS BEGAN HIS PUBLIC SERVICE CAREER AS A VOLUNTEER FIREFIGHTER WITH THE WEST YELLOWSTONE FIRE DEPARTMENT IN MONTANA, SUBSEQUENTLY JOINING THE UNITED STATES FOREST SERVICE AS A WILDLAND FIREFIGHTER IN WEST YELLOWSTONE, MONTANA FROM APRIL 2001 TO OCTOBER 2001; AND _____

WHEREAS, SERGEANT MICHAEL S. MEADORS BEGAN HIS TWENTY YEAR LAW ENFORCEMENT CAREER WITH THE SPRINGDALE POLICE DEPARTMENT, IN SPRINGDALE, ARKANSAS AS A PATROL OFFICER FROM FEBRUARY 2002 TO DECEMBER 2009 WHERE HE ALSO ASSUMED THE ROLE OF BOMB TECHNICIAN; AND _____

WHEREAS, SERGEANT MICHAEL S. MEADORS JOINED THE BENTONVILLE POLICE DEPARTMENT IN BENTONVILLE, ARKANSAS AS A PATROL OFFICER IN JANUARY 2010, AND WITH HIS EXPERIENCE SERVED AS A BOMB TECHNICIAN, ALSO BECOMING A MEMBER OF THE BIKE TEAM, AND LATER SERVING AS THE BOMB SQUAD COMMANDER BEGINNING IN NOVEMBER 2013, WHERE HE FAITHFULLY SERVED WITH THE PRESENT RANK OF SERGEANT, UNTIL HIS RETIREMENT; AND _____

WHEREAS, SERGEANT MICHAEL S. MEADORS, IN HIS CAPACITY AS BOMB SQUAD COMMANDER, OBTAINED \$2.4 MILLION DOLLARS OF FEDERAL GRANT FUNDING FOR ADVANCED EQUIPMENT AND TRAINING TO INCLUDE A NEW RESPONSE APPARATUS, AN UPGRADE TO A TWENTY YEAR OLD ROBOT, OBTAINED PORTABLE DIAGNOSTIC EQUIPMENT TO DISCREETLY ASSESS RISK AND MINIMIZE ON SCENE TIME AND DISRUPTION TO BUSINESSES OR SPECIAL EVENTS, AND PIONEERED THE ADOPTION OF A NEW ROBOTIC PLATFORM WITH ADVANCED TECHNOLOGY AND FEATURES MAKING THE BENTONVILLE POLICE DEPARTMENT THE SECOND SQUAD IN THE WORLD TO ACQUIRE THIS TECHNOLOGY; AND _____

WHEREAS, SERGEANT MICHAEL S. MEADORS MAINTAINED AND BUILT POSITIVE WORKING RELATIONSHIPS WITH MULTIPLE POLICE AND FIRE DEPARTMENTS, STATE AGENCIES, FBI, ATF, SECRET SERVICE, DHS AND CORPORATE BUSINESSES; AND WITH HIS KNOWLEDGE AND EXPERIENCE WAS A GUEST SPEAKER AT THE IABTI (INTERNATIONAL ASSOCIATION OF BOMB TECHNICIANS AND INVESTIGATORS) INTERNATIONAL CONFERENCE. FURTHERMORE, HE SERVED AS ASSISTANT INSTRUCTOR FOR THE ATF, AND ALSO SERVED AS THE PUBLIC SAFETY BOMB TECHNICIAN AT THE HAZARDOUS DEVICE SCHOOL IN HUNTSVILLE, ALABAMA, FROM MAY 2006 TO PRESENT; AND _____

WHEREAS, SERGEANT MICHAEL S. MEADORS, THROUGH HIS COUNTLESS DUTIES AND ACCOMPLISHMENTS DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE; AND _____

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE, HEREBY COMMENDS AND CONGRATULATES SERGEANT MICHAEL S. MEADORS FOR HIS TWENTY YEARS OF UNPARALLELED AND PROFESSIONAL LAW ENFORCEMENT SERVICE, TO INCLUDE 19 PLUS YEARS OF SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS. _____

GIVEN THIS day 22nd day of November, 2022, in Bentonville,
in the Great State of Arkansas, in the United States of America.



Stephanie Orman, Mayor

Kirby Romines City Clerk



City Council Agenda Items
For the City Council Meeting of November 22, 2022
From the November 15, 2022 Planning Commission Meeting

1. **Ordinance accepting a lot split of Tract 2A, Part of Outlot 9, of the Original Town of Bentonville; creating new Lot 205 of the Original Town of Bentonville; to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS19-0040) 804 N Main Street.**

The Planning Commission voted 7-0, recommending approval.

A lot split of Tract 2-A of the Original Town of Bentonville creating new Lot 205 (+/- 0.33 acres) and Lot 206 (+/- 0.14 acres). The plat dedicates a 15-foot utility easement along the front of each lot, as well as additional right-of-way along each lot to meet the requirements of the Master Street Plan.

2. **Ordinance accepting a lot split of Lot 16 Block 1, of Railroad Addition; creating new Lot 30 of Railroad Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0054) 306 South Main Street.**

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 16 Block 1 of Railroad Addition, creating new Lot 30 of Railroad Addition. The plat dedicates no new right-of-way or easements.

3. **Ordinance accepting a property line adjustment of Lots 14, 15, 16, 17, & 18, W.A. Burk's Addition; creating new Lot 27 of W.A. Burk's Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0056) NE Monroe Street.**

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 14, 15, 16, 17, & 18, creating new Lot 27 (+/- 0.88 acres) of W. A. Burk's Addition. The plat dedicates no easements no right-of-way.

4. **Ordinance accepting a property line adjustment of Lots 5, 6, & 7 of B-W Heights Subdivision; creating new Lot 9 of B-W Heights Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0023) 903, 905, & 907 SE 10th Street.**

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 5, 6, and 7, creating new Lot 9 (+/- 0.74 acres) of B-W Heights Subdivision. The plat dedicates a 25-foot-wide drainage and utility easement along the northern property line, a 10-foot-wide utility easement along the east property line, and a 5-foot-wide utility easement along the south property line. 12.5-feet of right-of-way is being dedicated along 10th Street in compliance with the Master Street Plan.

5. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DE, Downtown Edge; and for other purposes (Project Number: RZ22-0048) 406 SE 7th Street.**

The Planning Commission voted 6-0, recommending approval.

Note: Commissioner Wright abstained from this vote due to a conflict of interest.

The Future Land Use Plan currently shows this property as Downtown Core, in which DE zoning is appropriate. Downtown commercial areas include traditional mixed-use developments with a focus on design, character, and pedestrian access. Ground floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area looks to leverage the existing urban fabric of walkability and connectivity to increase density. The area and neighborhood in which this property is located consists of a mix of zoning districts and uses. A rezone to DE would not be inappropriate at this location, considering said mixes in zoning and uses, as well as the proximity of the property to Southeast 8th Street, a designated arterial, as well as Southeast C Street, a designated collector.

This request is consistent with the Community Plan and Future Land Use Map. DE zoning is appropriate in a Downtown Commercial designated location, as well as in Priority Area 1. Additionally, the uses permitted in DE would contribute to goals of the Community Plan by increasing density and connectivity. Planning staff recommends approval of the rezoning request.

- 6a. **Resolution amending the City of Bentonville future land use map for a specific area from Agriculture to Medium-Density Residential; and for other purposes (Project Number: RZ22-0052) South Vaughn Road.**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts these properties as Agriculture; however, the applicant is requesting changes in the Future Land Use Plan to Medium-Density Residential. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc. These properties are located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place. Water utilities are located along South Vaughn Road and sewer is available through the City of Centerton.

- 6b. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to R-2, Medium Density Two Family and Townhome Residential; and for**

other purposes (Project Number: RZ22-0052) South Vaughn Road.
The Planning Commission voted 7-0, recommending approval.

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

While this request is not consistent with the Future Land Use Plan, it is consistent with some of the development patterns located in the vicinity. While this property is near to existing local utilities, the Community Plan does encourage the city to consider reserving or preserving land in or near new residential subdivisions for commercial uses to serve these subdivisions. This is especially important the further a request is from the more highly developed portions of Bentonville. By preserving these areas now, commercial uses can more easily integrate into new neighborhoods and areas which brings goods and services closer to more residents and lessens the number of trips across the length of the city.

7a. Resolution amending the City of Bentonville future land use map for a specific area from Agriculture to High-Density Residential; and for other purposes (Project Number: RZ22-0053) South Vaughn Road.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts these properties as Agriculture; however, the applicant is requesting changes in the Future Land Use Plan to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

These properties are located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place. Water utilities are located along South Vaughn Road and sewer is available through the City of Centerton.

7b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to R-3, Medium-High Density Multifamily Residential; and for other purposes (Project Number: RZ22-0053) South Vaughn Road.

The Planning Commission voted 7-0, recommending approval.

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be in areas where adequate city

facilities existed prior to development or would be provided in conjunction with development, and where a suitable environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development. Within this district, zero lot line and townhouses are permitted.

While this request is not consistent with the Future Land Use Plan, it is consistent with some of the development patterns located in the vicinity. While this property is near to existing local utilities, the Community Plan does encourage the city to consider reserving or preserving land in or near new residential subdivisions for commercial uses to serve these subdivisions. This is especially important the further a request is from the more highly developed portions of Bentonville. By preserving these areas now, commercial uses can more easily integrate into new neighborhoods and areas which brings goods and services closer to more residents and lessens the number of trips across the length of the city.

8a. Resolution amending the City of Bentonville future land use map for a specific area from Agriculture to Medium-Density Residential; and for other purposes (Project Number: RZ22-0055) South Vaughn Road.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts these properties as Agriculture; however, the applicant is requesting changes in the Future Land Use Plan to Medium-Density Residential. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc. These properties are located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place. Water utilities are located along South Vaughn Road and sewer is available through the City of Centerton.

8b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to R-2, Medium Density Two Family and Townhome residential; and for other purposes (Project Number: RZ22-0055) South Vaughn Road.

The Planning Commission voted 7-0, recommending approval.

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

While this request is not consistent with the Future Land Use Plan, it is consistent with some of the development patterns located in the vicinity. While this property is near to existing local utilities, the Community Plan does encourage the city to consider reserving or preserving land in or near new residential subdivisions for commercial uses to serve these subdivisions. This is especially important the further a request is from the more highly developed portions of Bentonville. By preserving these areas now, commercial uses can more easily integrate into new neighborhoods and areas which brings goods and services closer to more residents and lessens the number of trips across the length of the city.

9. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of DC, Downtown Core to PRD, Planned Residential Development; and for other purposes (Project Number: PRD22-0003) Southwest A Street and South Main Street at Southwest 14th Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Mixed-Use Commercial. Mixed-use commercial areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses. Parking may be more prominent in these areas than in Downtown commercial areas but should be sited and designed to not be detrimental to the character of the area. The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment and intensification in and around Downtown Bentonville.

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 applicant is proposing a Planned Residential Development (PRD) consisting of six 3-story multi-family structures on 4.74 acres to be constructed in two phases. At full build-out, the development will consist of 238 residential units and approximately 5,000 square-feet of commercial space. The PRD exceeds the minimum open space requirements by devoting 19% of the total area of the site to common open space and 894 square feet of land area per dwelling unit. 235 total parking spaces are being provided, as well as some on-street parking with improvements to both Southwest A Street and South Main Street. 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. A larger-than-usual setback is shown on the East side along South Main Street due to required setbacks from overhead electric utilities. All landscaping requirements are met from the Land Development Code, including perimeter and parking lot landscaping.

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.



Consent Agenda Items

For the Planning Commission meeting on November 15, 2022

Reviewer: Keegan Stanton, Senior Planner, AICP

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

Lot Split: Lot 205 of Original Town of Bentonville, Roberts, 804 N Main Street, R-1, Single Family Residential, *LS19-0040*

A lot split of Tract 2-A of the Original Town of Bentonville creating new Lot 205 (+/- 0.33 acres) and Lot 206 (+/- 0.14 acres). The plat dedicates a 15-foot utility easement along the front of each lot, as well as additional right-of-way along each lot to meet the requirements of the Master Street Plan.

Lot Split: Lot 30 of Railroad Addition, Main Street Core, LLC, 306 South Main Street, DC, Downtown Core, *LS22-0054*

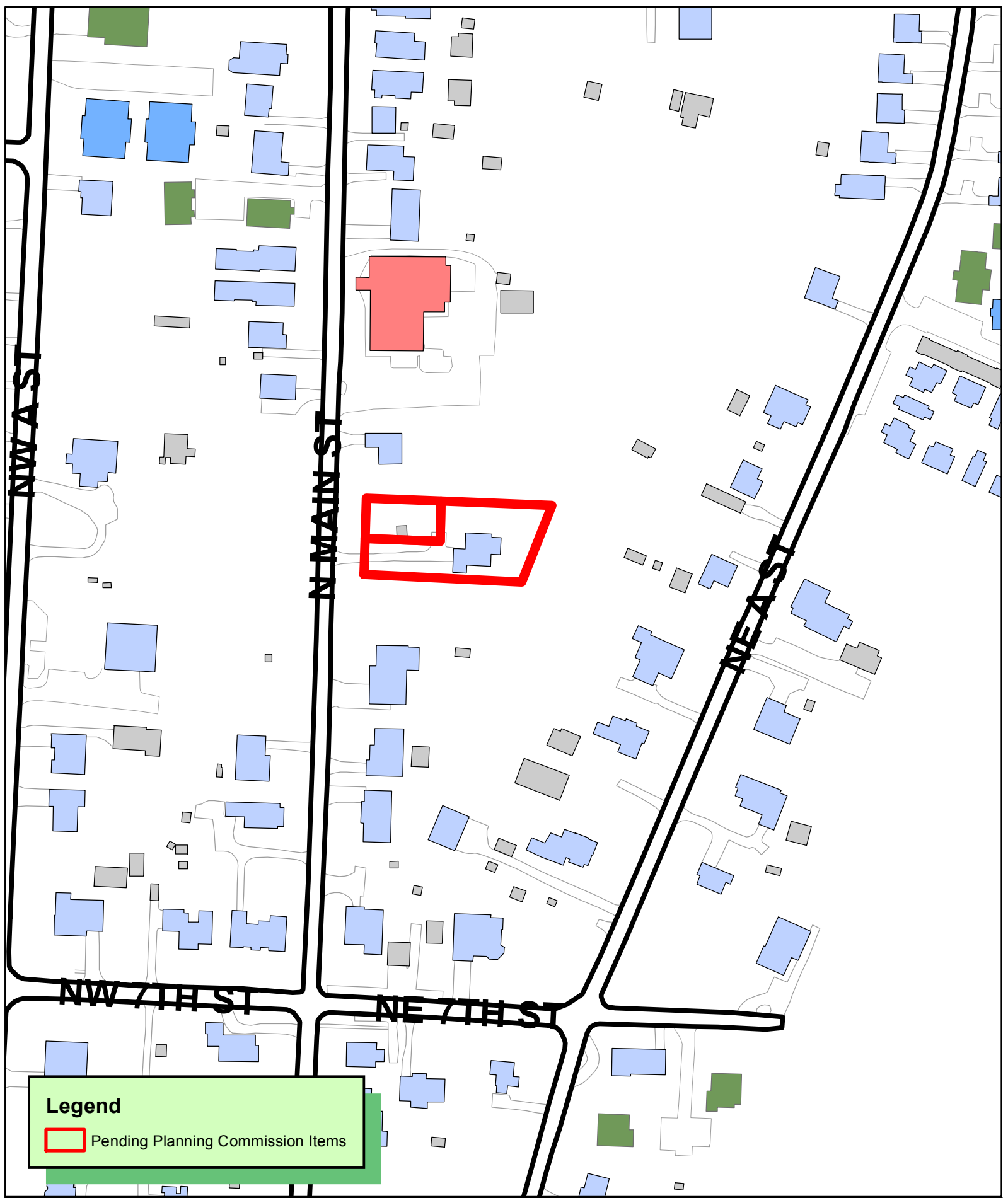
A lot split of Lot 16 Block 1 of Railroad Addition, creating new Lot 30 of Railroad Subdivision. The plat dedicates no new right-of-way or easements.

Property Line Adjustment: Lot 27 of W.A. Burk's Addition, Peyton Sterns, NE Monroe Street, R-1, Low-Density Single Family Residential, *LS22-0056*

A property line adjustment of Lots 14, 15, 16, 17, & 18, creating new Lot 27 (+/- 0.88 acres) of W. A. Burk's Addition. The plat dedicates no easements nor right-of-way.

Property Line Adjustment: Lot 9 of B-W Heights Subdivision, 10th Ave Freeze Out LLC, 903, 905, & 907 Southeast 10th Street, PRD, Planned Residential Development, *PLA22-0023*

A property line adjustment of Lots 5, 6, and 7, creating new Lot 9 (+/- 0.74 acres) of B-W Heights Subdivision. The plat dedicates a 25-foot wide drainage and utility easement along the northern property line, a 10-foot wide utility easement along the east property line, and a 5-foot wide utility easement along the south property line. 12.5-feet of right-of-way is being dedicated along 10th Street in compliance with the Master Street Plan.



Legend

 Pending Planning Commission Items

 1 inch = 150 feet

LS19-0040
LOT SPLIT
BENTONVILLE ORIGINAL
804 N MAIN ST
NEW LOTS 205-206



MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-20N-30W-0-30-120-04-1659

COMPLETED FIELD WORK:
AUGUST 02, 2022

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED BOOK 2019 AT PAGE 42805.
2. WARRANTY DEED FILED IN DEED BOOK 2019 AT PAGE 34483.
3. SURVEY PLAT FILED IN PLAT BOOK 14 AT PAGE 231.
4. SUBDIVISION PLAT FILED IN PLAT BOOK B AT PAGE 24.

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

CITY OF BENTONVILLE ATLAS PAGE 361.

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

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

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

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

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

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

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

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

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.

ZONING INFORMATION

CURRENT ZONING:
R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL

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

CONTACT:
CITY OF BENTONVILLE PLANNING
305 SW A STREET
BENTONVILLE, AR 72712
PHONE: 479-271-3122
FAX: 479-271-5906

OWNER/DEVELOPER

PARCEL 01-00451-001
ROBERTS, ANTHONY MICHAEL & CRISSI DAWN
1307 W MAGNOLIA ST
ROGERS AR 72758

LEGEND & SYMBOLS

- BOUNDARY LINE
- FORTY LINE
- CENTERLINE OF ROAD (CL)
- RIGHT-OF-WAY (R/W)
- FENCE
- ACCESS EASEMENT (A.E.)
- UTILITY EASEMENT (U.E.)
- BUILDING SETBACK LINE
- OVERHEAD POWER LINE
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR & CAP "GAGNER AR 1659"
- COMPUTED POINT
- POWER POLE
- GAS METER
- WATER METER
- LIGHT POLE
- YARD HYDRANT
- M.S.P. MASTER STREET PLAN
- N.T.S. NOT TO SCALE

SURVEY DESCRIPTION

LOT 205
A PART OF OUTLOT 9 OF THE ORIGINAL TOWN OF BENTONVILLE, ARKANSAS, BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A FOUND PIPE WHICH IS N02°49'00"E 200.00' AND S87°14'21"E 376.62' FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 25, DEMING'S SECOND ADDITION, AND RUNNING THENCE N01°40'57"E 94.68' TO A FOUND IRON PIN, THENCE S87°42'43"E 241.84' TO A FOUND IRON PIN, THENCE S21°37'05"W 102.39' TO A FOUND IRON PIN, THENCE N87°10'29"W 206.96' TO THE POINT OF BEGINNING. CONTAINING 0.49 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

MASTER STREET PLAN RIGHT-OF-WAY DEDICATION

A PART OF OUTLOT 9 OF THE ORIGINAL TOWN OF BENTONVILLE, ARKANSAS, BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A FOUND PIPE WHICH IS N02°49'00"E 200.00' AND S87°14'21"E 376.62' FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 25, DEMING'S SECOND ADDITION, AND RUNNING THENCE N01°40'57"E 94.68', THENCE S87°42'43"E 11.30', THENCE S01°36'50"W 94.79', THENCE N87°10'29"W 11.41' TO THE POINT OF BEGINNING. CONTAINING 0.02 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT SPLIT OF TRACT 2A
PART OF OUTLOT 9 OF ORIGINAL TOWN OF BENTONVILLE SUBDIVISION
CREATING LOT 205
804 NORTH MAIN STREET, BENTONVILLE, ARKANSAS 72712
BENTON COUNTY

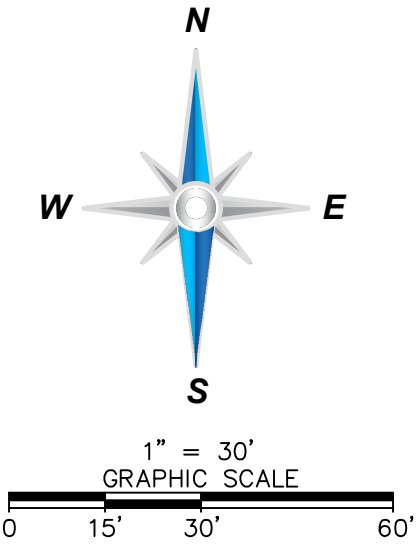
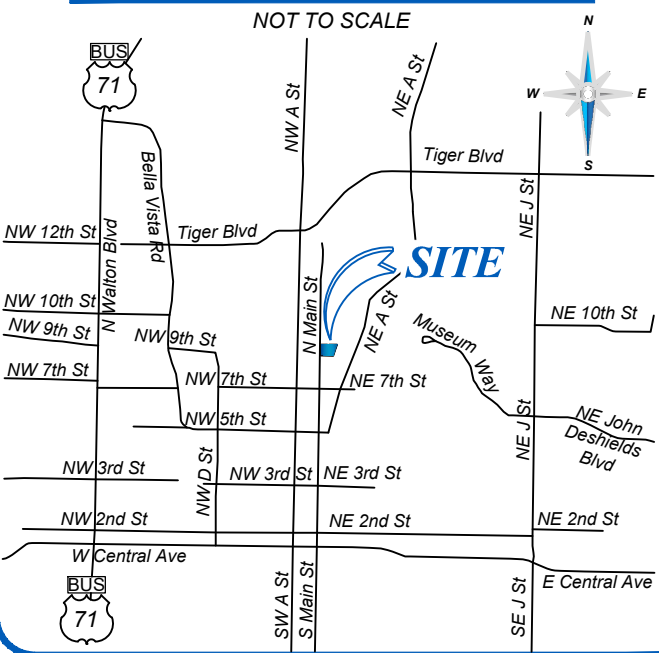
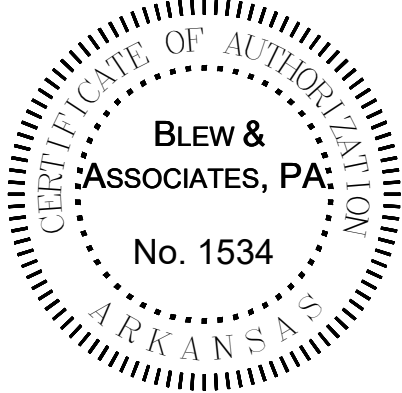


EXHIBIT A

VICINITY MAP



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 4TH 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.

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.

SIGNED: _____ DATE OF EXECUTION: _____
NAME & ADDRESS

SIGNED: _____ DATE OF EXECUTION: _____
NAME & ADDRESS

SOURCE OF TITLE: D.R. _____ PAGE _____

CERTIFICATE OF SURVEYING ACCURACY:

I, WILLIAM 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 GAGNER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. AR 1659

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

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

SHEET 1 OF 1

BLEW & ASSOCIATES, P.A.

Surveying
Engineering
Mapping

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

SURVEYOR JOB NUMBER:
22-7215

SURVEY DRAWN BY:
DH - 08/04/2022

SURVEY REVIEWED BY:
TPN

SCALE:
1" = 30'

FOR THE USE AND BENEFIT OF:
STEVE KNUDSEN

City Of Bentonville Job # LS19-0040

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF TRACT 2A, PART OF OUTLOT 9,
OF THE ORIGINAL TOWN OF BENTONVILLE; CREATING NEW LOT 205 OF THE
ORIGINAL TOWN OF BENTONVILLE, TO THE CITY OF BENTONVILLE,
ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS19-0040)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of TRACT 2A, PART OF OUTLOT 9, OF THE ORIGINAL TOWN OF BENTONVILLE, creating new LOT 205 OF THE ORIGINAL TOWN OF BENTONVILLE, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 15, 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 TRACT 2A, PART OF OUTLOT 9, OF THE ORIGINAL TOWN OF BENTONVILLE, creating new LOT 205 OF 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 are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

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

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

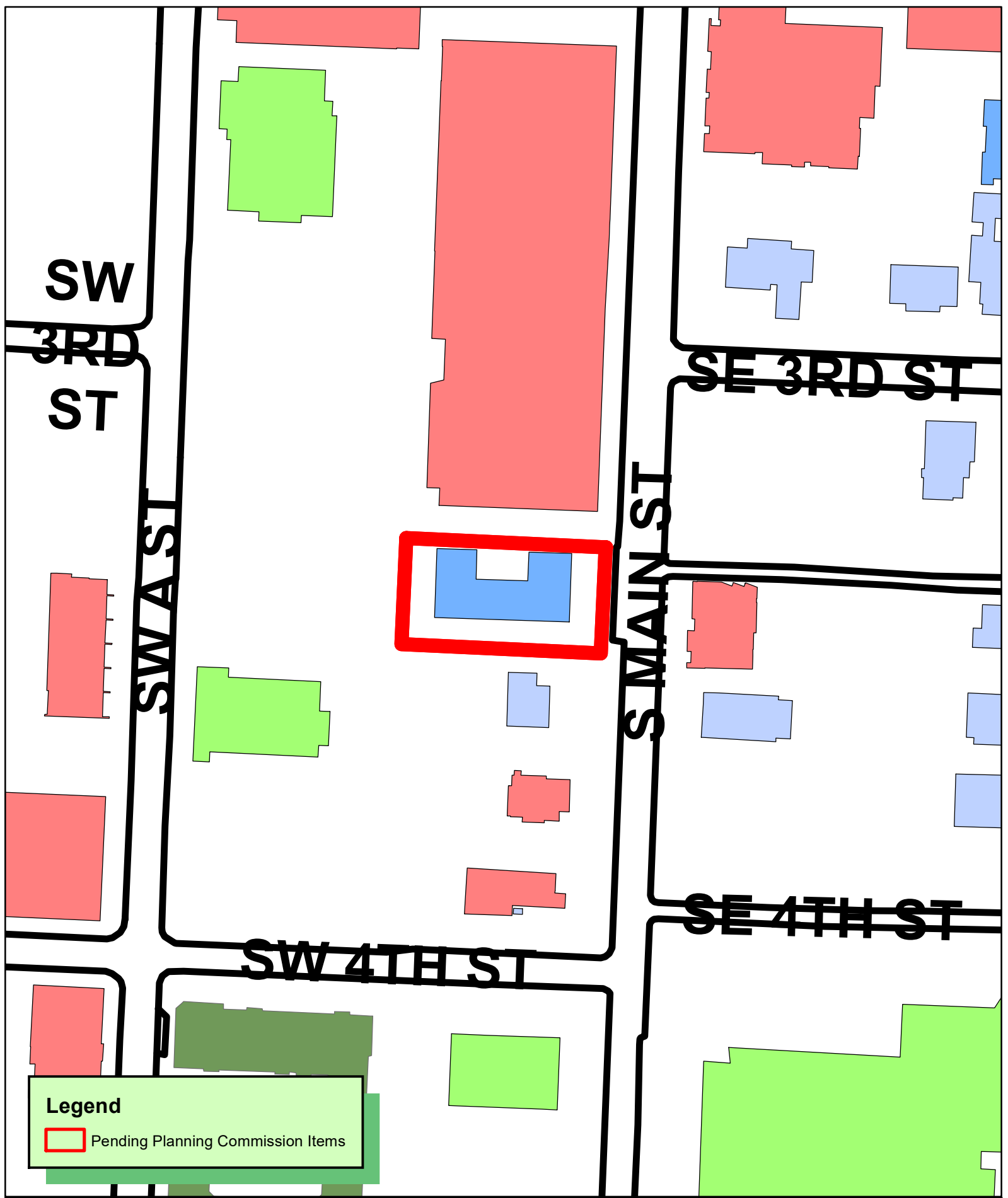
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Legend

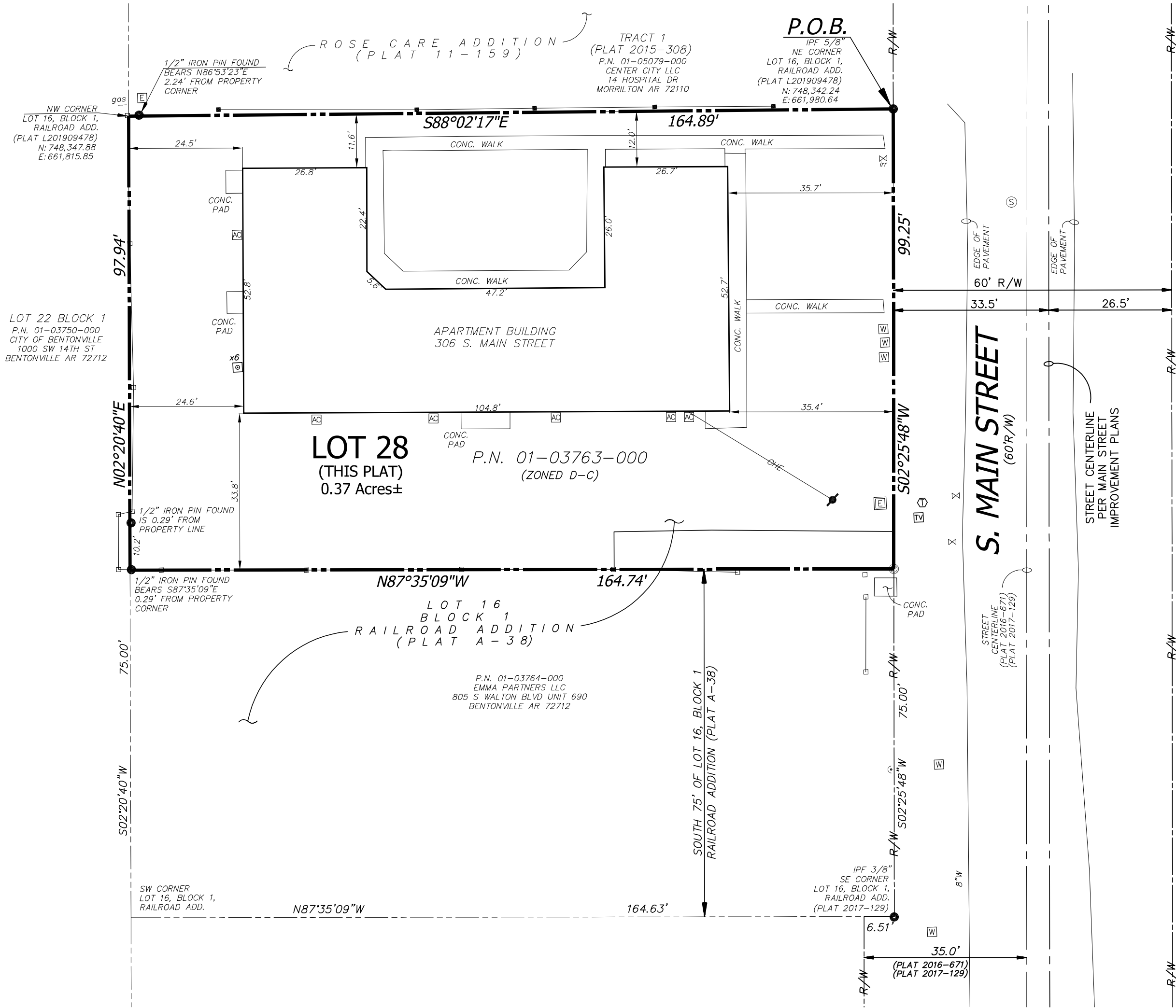
 Pending Planning Commission Items

 1 inch = 100 feet

LS22-0054 11/15/22
LOT SPLIT
RAILROAD ADDITION
LOT 16 BLOCK 1, CREATING LOT 30



LOT SPLIT
LOT 16, BLOCK 1, RAILROAD ADDITION LESS
AND EXCEPT THE SOUTH 75 FEET THEREOF
TO CREATE LOT 28
CITY OF BENTONVILLE, ARKANSAS



CERTIFICATE OF APPROVAL.

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

Date of Execution: _____ Signed: _____
Planning Commission Chairperson

Mayor

Clerk

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
Source of Title: Document L201902895

FLOOD CERTIFICATION:

THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS DETERMINED BY SCALING THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS AND INCORPORATED AREAS.

MAP NUMBER: 05007C0255K
REVISED DATE: JUNE 05, 2012

ZONING AND SETBACK INFORMATION

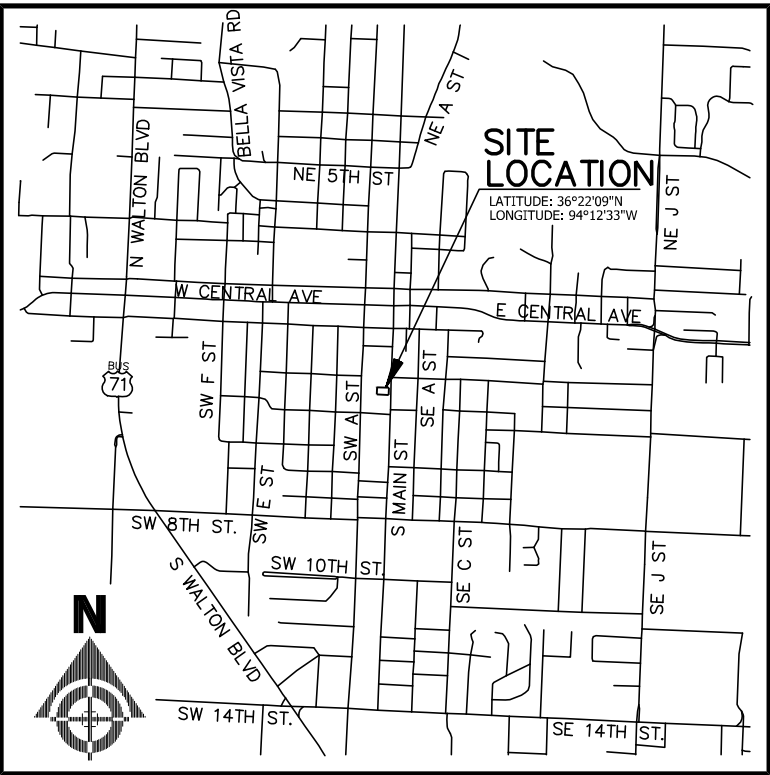
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT D-C, DOWNTOWN CORE, AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.



CERTIFICATE OF SURVEY.

I, LAZARO G. PAYA, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME, BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST, 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: _____
LICENSED PROFESSIONAL SURVEYOR NO. 1380
STATE OF ARKANSAS



VICINITY MAP
NOT TO SCALE
CITY OF BENTONVILLE
ATLAS PAGE NUMBER 403A

LEGEND:

---	PROPERTY LINE
---	PARCEL LINE
---	EASEMENT LINE
---	RIGHT-OF-WAY LINE
---	OVERHEAD ELECTRIC LINE
---	CHAIN LINK FENCE
---	WOODEN FENCE
---	AIR CONDITIONING UNIT
---	CLEANOUT
---	ELECTRIC METER
---	FIRE HYDRANT
---	GAS METER
---	CABLE TV RISER
---	ELECTRIC RISER
---	TELEPHONE RISER
---	SIGN
---	SANITARY MANHOLE
---	UTILITY POLE
---	WATER METER
---	WATER VALVE

PROPERTY ADDRESS:

MAIN STREET CORE LLC
305 S MAIN ST
BENTONVILLE, AR

ENGINEER:

JAMES KOCH P.E. 11252
P.O. BOX 415
FAYETTEVILLE, AR 72702
(479) 200-5370

OWNER/DEVELOPER:

MAIN STREET CORE, LLC
3511 SE "J" ST. SUITE 210 #9
BENTONVILLE, AR 72712
TEL: (479) 685-2777
ATTENTION: WESTWOOD

GENERAL NOTES:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR OF RECORD. SURVEY IS NON-TRANSFERABLE TO PARTIES OUTSIDE OF THE CURRENT SUBJECT TRANSACTION.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED A PART OF THIS SURVEY.

SITE SPECIFIC NOTES:

- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO CONTACT THE CITY OF BENTONVILLE ENGINEERING AND TRANSPORTATION DEPARTMENTS AND NOTIFY SAID DEPARTMENTS ON THE INTENT AND TYPE OF THE WORK THAT WILL TAKE PLACE WITHIN THE RIGHT-OF-WAY.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE 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.

PARENT TRACT
P.N. 01-03763-000
AS DESCRIBED IN DEED RECORDED AS DOCUMENT L202176133

Lot 16, Block 1, Railroad Addition, Bentonville, Benton County, Arkansas, as shown in Plat Record "Aa", Page 38, Less and Except the South 75 feet thereof.

SURVEY DESCRIPTION OF LOT 28 (THIS PLAT):

LOT 16, BLOCK 1, RAILROAD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "Aa", PAGE 38, LESS AND EXCEPT THE SOUTH 75 FEET THEREOF. ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LOT 16 BEING ON THE WEST RIGHT-OF-WAY OF S. MAIN STREET (60' R/W); THENCE ALONG SAID WEST RIGHT-OF-WAY S02°25'48"W 99.25 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE N87°35'09"W 164.74 FEET TO AN IRON PIN FOUND; THENCE N02°20'40"E 97.94 FEET; THENCE S88°02'17"E 164.89 FEET TO THE POINT OF BEGINNING, CONTAINING 16251 SQUARE FEET OR 0.37 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

REVISION	DATE	DESCRIPTION
R1	10/22/22	CITY OF BENTONVILLE COMMENTS

PAYA INC.

www.paya-inc.com

(479) 696-9138

mail@paya-inc.com

P.O. 13 - CAVE SPRINGS, AR - 72718

LOT SPLIT

LOT 16, BLOCK 1, RAILROAD ADDITION LESS AND
EXCEPT THE SOUTH 75 FEET THEREOF
CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:	MAIN STREET CORE, LLC
DRAWN BY:	LP
SCALE:	1" = 20'
DATE:	October 5, 2022
REVISED:	LP
DWG:	22049_SPLIT
SHEET:	1 OF 1

CITY OF BENTONVILLE PROJECT NUMBER: LS22-0054

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 16 BLOCK 1 OF RAILROAD
ADDITION; CREATING NEW LOT 30 OF RAILROAD ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS22-0054)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 16 BLOCK 1 OF RAILROAD ADDITION, creating new LOT 30 OF RAILROAD ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 15, 2022;

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

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

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

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

Section 1: That the lot split of LOT 16 BLOCK 1 OF RAILROAD ADDITION creating new LOT 30 OF RAILROAD ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

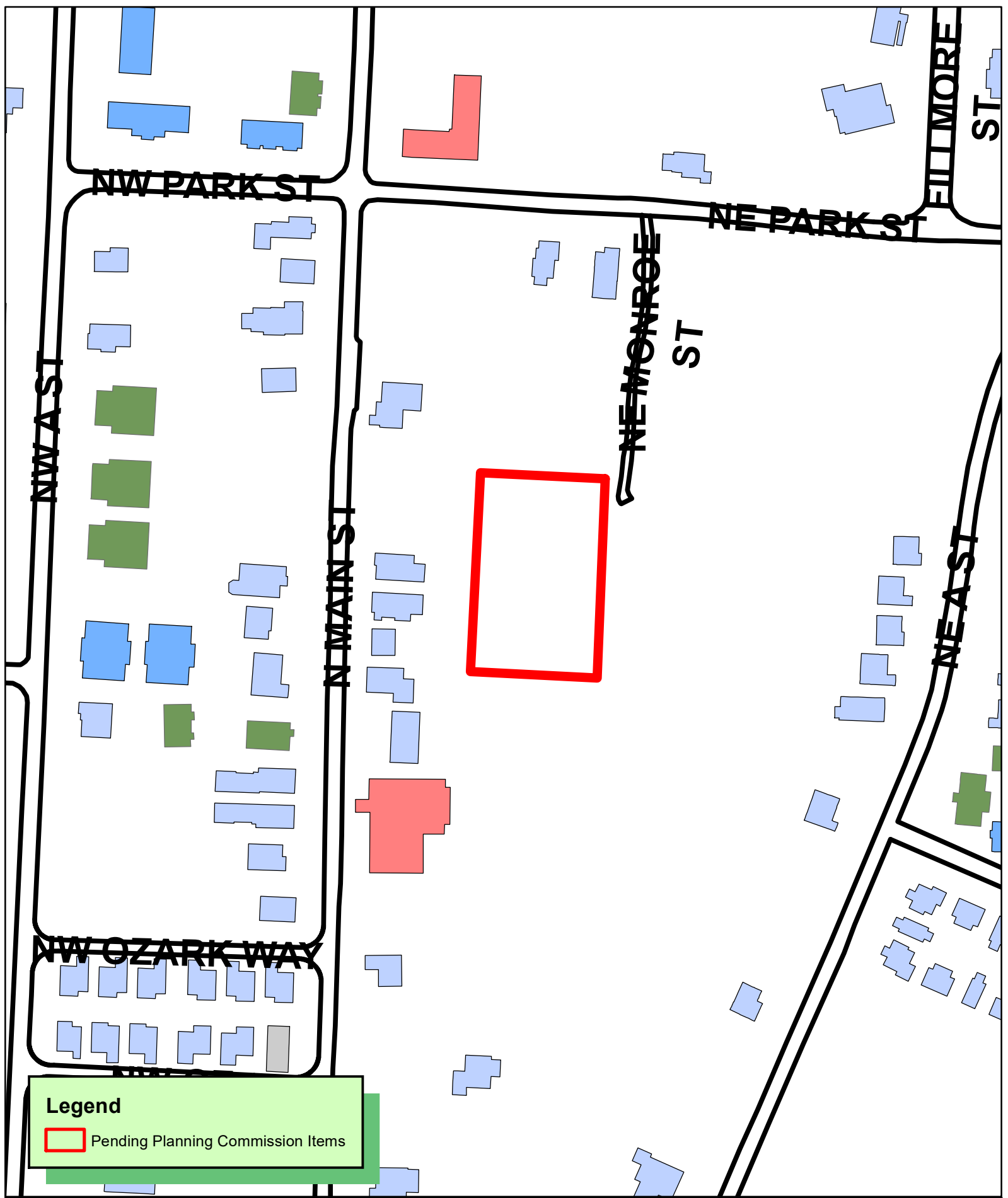
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



W. A. BURK'S ADDITION

LOTS 13, 14, 15, 16, 17 and 18, BLOCK 5

BENTONVILLE, ARKANSAS

SURVEY 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.
- Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied the surveyor.
- This plat represents a boundary survey of the parcel recorded in Deed Records, Book 2009, Page 50118 and Plats O-156 and 16-40 filed at the court house in 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: The West Boundary of Section 28, T-20-N, R-31-W per a Plat Book 2009, Pg. 380.
- Basis of Elevation: NAVD88, checking with OPUS.
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats".
- No abstract of title, nor title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record which would affect this parcel.
- Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
- The hereon described property is classed Rural.
- This property is zoned R-1 (Residential).
- Building setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. Visit www.bentonvilleplanning.com or call the Planning Dept. at 479-271-3122 for more information.
- No attempt was made to show building setback lines graphically on the survey. Setback dimensions are based on the orientation of the building(s) to be constructed.
- Subsurface and environmental conditions were not examined nor considered a part of this survey.
- 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 and or structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
- 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.
- All areas of asphalt and curb & gutter are in "good" condition unless otherwise noted.

FLOOD STATEMENT:

(BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0090J. Revised date September 28, 2007.



VICINITY MAP
Not to Scale
ATLAS PAGE # 361



OWNER AND LOT SPLITTER
Sterns, Stefan & Peyton
928 North Main Street
Bentonville, AR 72712

SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9282

DEED DESCRIPTION PARCEL ID # 01-04544-000:

LOTS 14, THROUGH 18, (INCLUSIVE) BLOCK 5, W.A. BURK'S ADDITION CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK "A", PAGES 81 AND PLAT BOOK "A" AT PAGE 119.

LOT 27 DESCRIPTION PARCEL ID # 01-04544-000:

LOTS 14, 15, 16, 17 AND 18, BLOCK 5, W.A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS RECORDED IN PLAT RECORD "A", PAGES 81 AND 119, IN THE OFFICIAL PUBLIC RECORDS OF BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 18, BLOCK 5, W.A. BURK'S ADDITION AS SHOWN IN PLAT BOOK A AT PAGES 81 AND 119, BEING A FOUND MAG NAIL IN A CONCRETE CHANNEL AND ON THE WEST RIGHT OF WAY OF THE UN-CONSTRUCTED MONROE STREET; THENCE ALONG SAID WEST RIGHT OF WAY, S 02°16'26" W 247.17 FEET TO A FOUND ½" REBAR AT THE NE CORNER OF LOT 13, BLOCK 5 OF W.A. BURK'S ADDITION; THENCE ALONG THE NORTH LINE OF SAID LOT 13, N 87°07'03" W 157.03 FEET TO A FOUND ½" REBAR AT THE NW CORNER OF SAID LOT 13; THENCE ALONG THE EAST LINE OF A PLATTED, BUT UN-USED AND UN-CONSTRUCTED ALLEY, N 02°51'54" E 247.16 FEET TO THE NW CORNER OF LOT 18 OF SAID BLOCK 5, THENCE ALONG THE NORTH LINE OF SAID LOT 18, S 87°06'57" E 154.48' TO THE POINT OF BEGINNING CONTAINING 0.88 ACRES MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT.

CITY REQUIRED NOTES

- There may not be fences or other structures built in any drainage easement. No drainage easements are proposed with this plat.
- Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.
- Owner/Developer shall coordinate with all local utilities to ensure each lot has water, sewer and electric service.
- Before any work in the right of way commences, contractor or owner is to obtain a right of way permit from the City of Bentonville Transportation Department.
- All structures must maintain minimum of 20' clearances from all electric lines. No structures are proposed with this Lot Split.
- New structures must maintain a minimum 20' clearance from all electric lines
- Contact the service coordinator for Bentonville Electric at 479-271-3139 for questions about questions about equipment conflicts or service needs.
- Any cost associated with relocating Bentonville Electric appurtenances will be the responsibility of the owner/developer and shall include labor, materials, loss of equipment, including but not limited to wire, conduit, elbows, etc.

SURVEYOR'S CERTIFICATE:

I, C. Ed Gray, hereby certify that this plat correctly re a boundary survey made by me and boundary mark lot corners shown hereon actually exist and their loc type and material are correctly shown and all minimi requirements of the Arkansas Minimum Standards for Surveyors have been met.

Date of Execution: _____

C. Ed Gray
Registered Land Surveyor
State of Arkansas
Registration No. 1002

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 use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Print: _____

Signed: _____

CERTIFICATE OF APPROVAL:

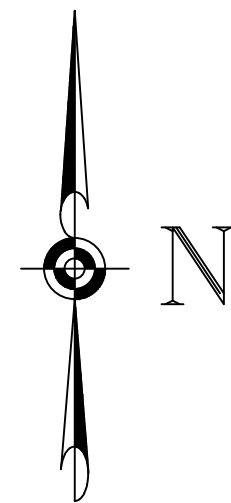
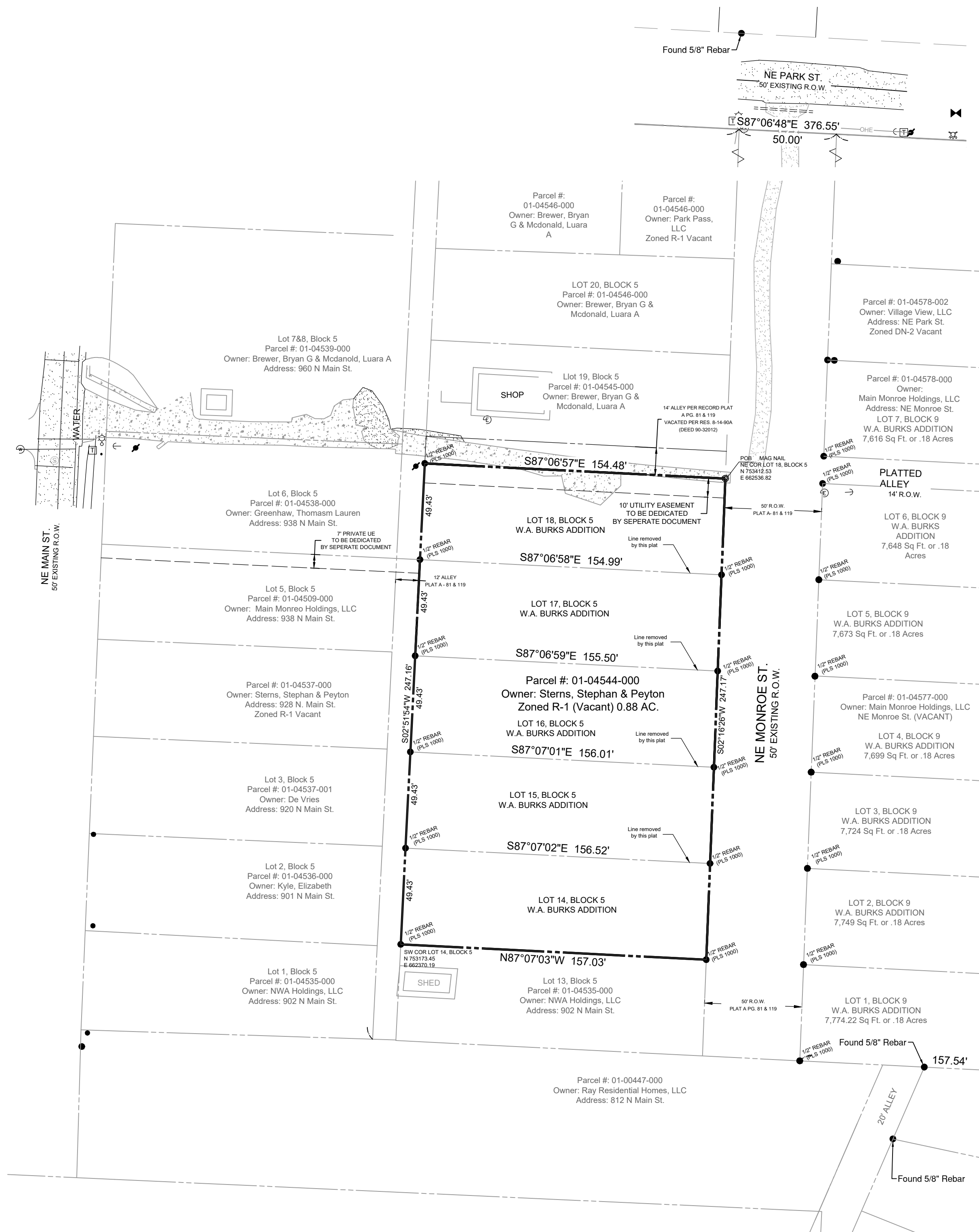
Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of the said rules and regulations.

Date of Execution: _____

Signed _____
Community Development Director



COB PROJECT # PLA22-0056



40 0 40
SCALE: 1" = 40'

BASIS OF BEARINGS:

ARKANSAS-NORTH
STATE PLANE GRID
FOUND 5/8" REBAR BEING THE SW CORNER OF
LOT 2-A OF DEMMING'S SECOND ADDITION
N: 753110.429
E: 662638.919
CONVERGENCE: -01°17'03.56171"

SITE LEGEND

- MAG SET
- FOUND MAGNAIL W/WASHER (AR1002)
- MONUMENT FOUND (AS NOTED)
- UTILITY POLE
- ELECTRIC METER
- GUYWIRE
- WATER VALVE
- FIRE HYDRANT
- TELEPHONE RISER
- SIGN
- LIGHT POLE
- GAS METER
- PROPERTY LINES
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- FENCE (WOOD)
- CONCRETE
- ASPHALT

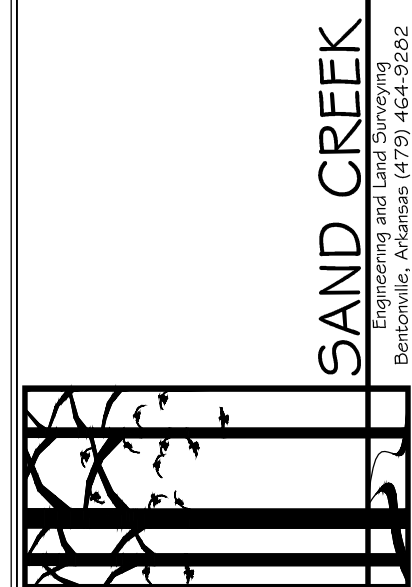
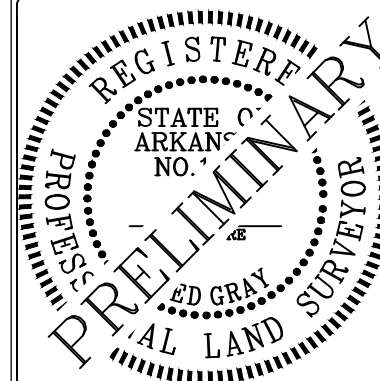
EXHIBIT A

OWNER:
Sterns, Stefan & Peyton
928 North Main Street
Bentonville, AR 72712

LOT SPLIT

PROJECT: LOT SPLIT FOR LOTS 14 THROUGH 18
BLOCK 5 OF W.A. BURK'S ADDITION
NE MONROE STREET
BENTONVILLE, ARKANSAS

SHEET:



PLS: JW
CAD: KB
FIELD: MJH
SCE PROJECT #: 21090
DATE: 10/24/2022
SHEET: 2 OF 2

COB PROJECT # PLA22-0056

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 14, 15,
16, 17, AND 18 OF W. A. BURKS ADDITION; CREATING NEW LOT 27 OF W. A.
BURKS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.**

(PROJECT NUMBER: LS22-0056)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 14, 15, 16, 17, AND 18 OF W. A. BURKS ADDITION creating new LOT 27 OF W. A. BURKS ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on November 15, 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 14, 15, 16, 17, AND 18 OF W. A. BURKS ADDITION; creating new LOT 27 OF W. A. BURKS ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

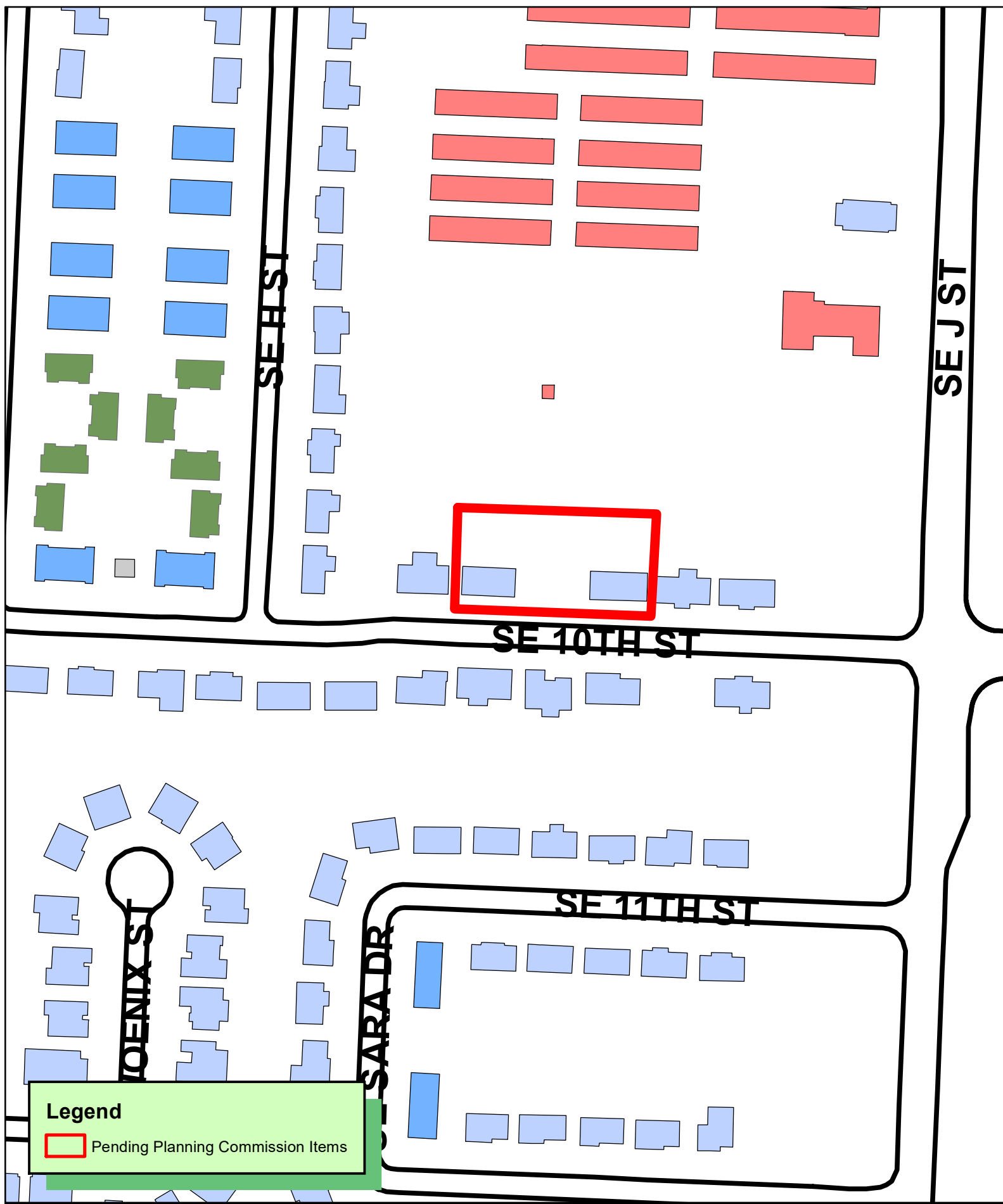
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

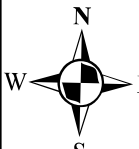
ATTEST:

Kirby Romines, City Clerk



Legend

 Pending Planning Commission Items


1 inch = 150 feet

PLA22-0023 9/6/22
PROPERTY LINE ADJUSTMENT
B W HEIGHTS SUBDIVISION
LOTS 5-7 CREATING LOTS 9



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 5, 6,
AND 7 OF B-W HEIGHTS SUBDIVISION; CREATING NEW LOT 9 OF B-W
HEIGHTS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND
FOR OTHER PURPOSES.**

(PROJECT NUMBER: PLA22-0023)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 5, 6, AND 7 OF B-W HEIGHTS SUBDIVISION, creating new LOT 9 OF B-W HEIGHTS SUBDIVISION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on November 15, 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 5, 6, AND 7 OF B-W HEIGHTS SUBDIVISION; creating new LOT 9 OF B-W HEIGHTS SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

REZONING STAFF REPORT



Hunter Wright Development Group, LLC

404 SE 7th St.

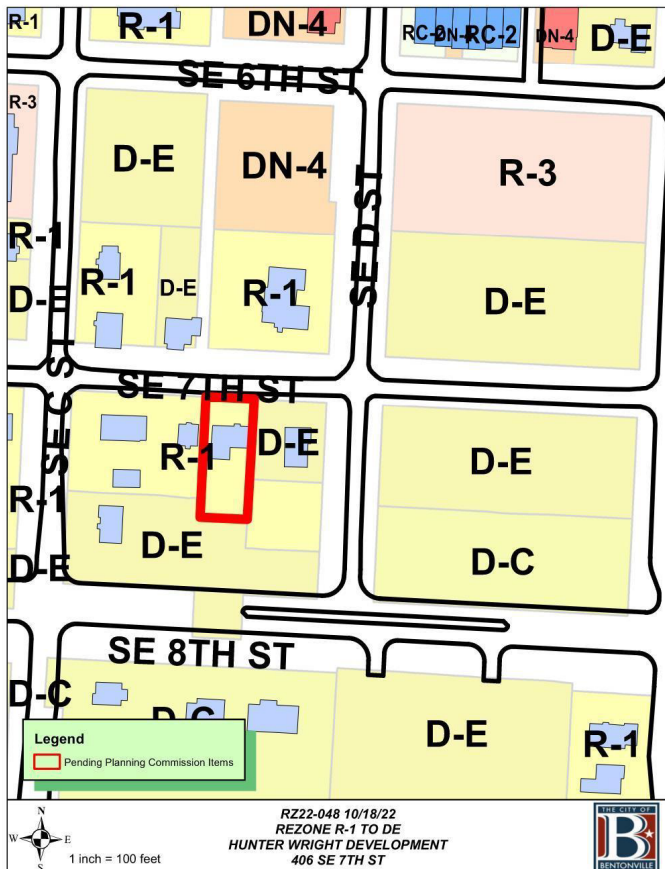
PC Date: 11/15/2022

Reviewer: Keegan Stanton, Senior Planner, AICP

Project Number	RZ22-0048
Applicant / Current Owner	Hunter Wright Development Group LLC
Site Area	0.21 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	Downtown Commercial (DC)
Related Case(s):	None

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

Location Map



Property Description

This request is located at 404 Southeast 7th Street, located one block North of 8th Street. Directly adjacent zoning is R-1, Low Density Single Family Residential and DE, Downtown Edge. North of 8th Street shows a mix of R-1 and DE, D-C, and DN districts.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Downtown Core, in which DE zoning is appropriate. Downtown commercial areas include traditional mixed-use developments with a focus on design, character, and pedestrian access. Ground floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area looks to leverage the existing urban fabric of walkability and connectivity to increase density.

Public Comment

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

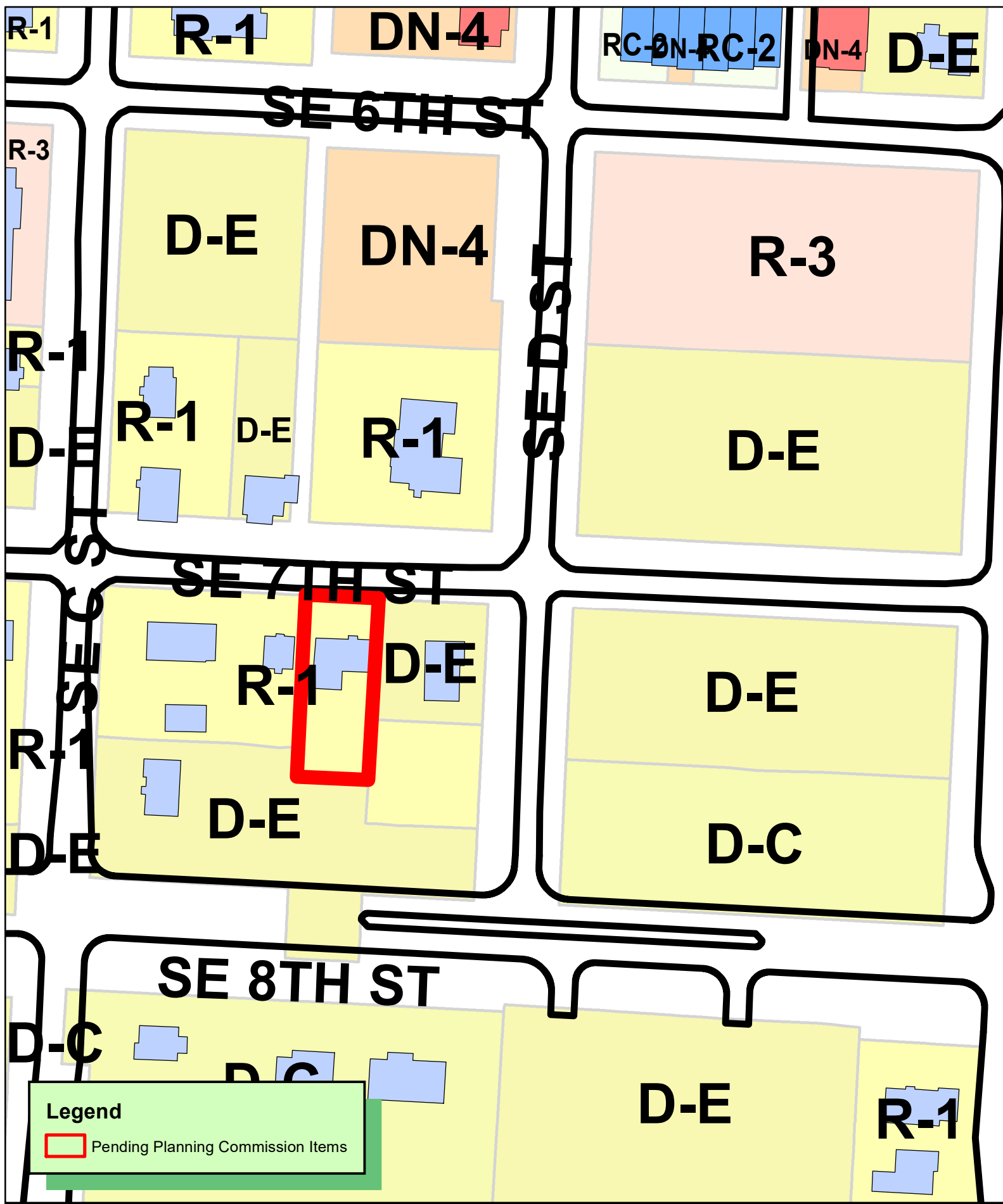
Analysis

The area and neighborhood in which this property is located consists of a mix of zoning districts and uses. A rezone to DE would not be inappropriate at this location, considering said mixes in zoning and uses, as well as the proximity of the property to Southeast 8th Street, a designated arterial, as well as Southeast C Street, a designated collector.

Conclusion

This request is consistent with the Community Plan and Future Land Use Map. DE zoning is appropriate in a Downtown Commercial designated location, as well as in Priority Area 1. Additionally, the uses permitted in DE would contribute to goals of the Community Plan by increasing density and connectivity.

Planning staff recommends approval of the rezoning request.



Legend

 Pending Planning Commission Items

N
W E
S

1 inch = 100 feet

RZ22-048 10/18/22
 REZONE R-1 TO DE
 HUNTER WRIGHT DEVELOPMENT
 406 SE 7TH ST



ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY
RESIDENTIAL TO DE, DOWNTOWN EDGE; AND FOR OTHER
PURPOSES.**

(PROJECT NUMBER: RZ22-0048)

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

60 FEET SQUARELY OFF THE WEST END OF LOTS 1,4 & 5 IN BLOCK “E” ORCHARD
ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS
SHOWN IN PLAT RECORD A AT PAGE 89.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 15, 2022 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



Vivian Farms Subdivision

South Vaughn Road

PC Date: 11/15/2022

Reviewer: Luke Aitken, Planning Technician

NOTE: RZ22-0054 was voted to be Tabled 7-0 at 11/15 Planning Commission

Project Number	RZ22-0052, RZ22-0053, RZ22-0054, RZ22-0055
Applicant / Current Owner	Odyssey Engineering, for Washark Investments, LLC Elite Equity Group of Arkansas LLC Roth Farms LLC
Site Area	TOTAL: +/- 130 Acres R-2: +/- 99.88 Acres R-3: +/- 20.35 Acres C-2: +/- 10.00 Acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-2, Medium Density Two Family and Townhome Residential
Requested Zoning	R-3, Medium-High Density Multifamily Residential
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Agriculture (A)
Requested Future Land Use Map Designation	Medium-Density Residential (MDR)
Requested Future Land Use Map Designation	General Commercial (C)

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

This document is intended to serve as a unified staff report for the project numbers listed above.

Property Description

These properties are located south of the intersection of South Vaughn Road & Southwest Anglin Road along South Vaughn Road. The six parcels in question have been annexed into the City of Bentonville under A-1, Agriculture zoning. Adjacent zoning districts include R-1, Low Density Single Family Residential to the north, R-3, Medium-High Density Multifamily Residential to the south, and A-1, Agriculture to the east and west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts these properties as Agriculture, however, the applicant is requesting changes in the Future Land Use Plan to Medium-Density Residential (RZ22-0055, RZ22-0052, RZ22-0053) and General Commercial (RZ22-0054).

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also

include local amenities for residents, including neighborhood parks, places of worship, etc.

General commercial areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged, but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

These properties are located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place. Water utilities are located in South Vaughn Road and sewer is available through the City of Centerton.

Analysis

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

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be located in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development. Within this district, zero lot line and townhouses are permitted.

Lastly, the C-2 District represents the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

Public Comment

FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT

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

XNA Airport Overlay

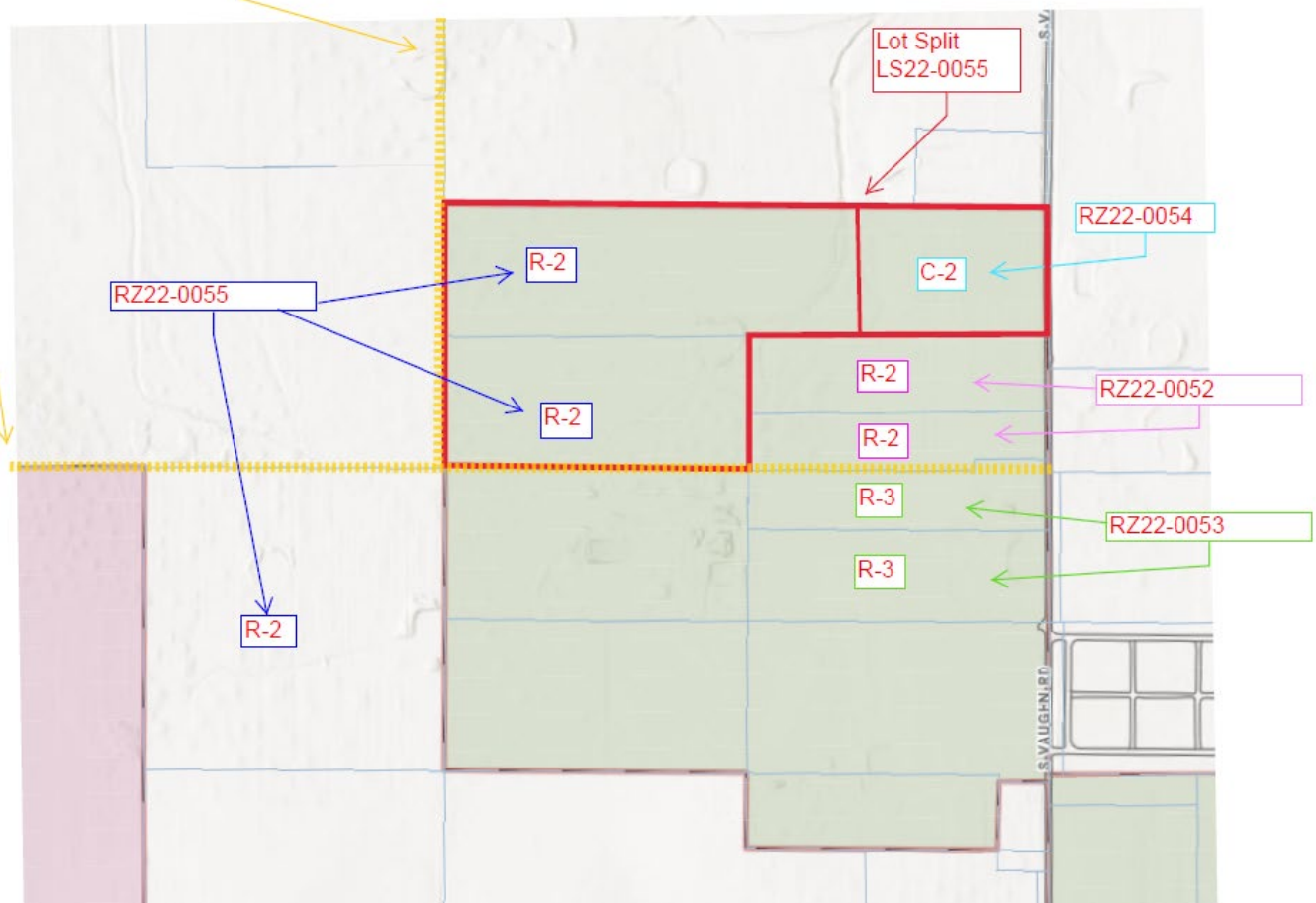
This property is also partly within Airport Zone 4 Traffic Pattern Zone which extends out from the flight path of XNA's runway. This zone does not prohibit any land use, however there are general provisions regarding electronic interference, sound attenuation, and aviation easements. While no uses are explicitly restricted, the encroachment of Airport Zone 4 does raise concerns regarding residential uses in at least part of the subject property. Furthermore, plans are underway for a second runway at XNA that may contribute to additional Airport Zone overlays that may affect this property.

patterns located in the vicinity. While this property is near to existing local utilities, the Community Plan does encourage the city to consider reserving or preserving land in or near new residential subdivisions for commercial uses to serve these subdivisions. This is especially important the further a request is from the more highly developed portions of Bentonville. By preserving these areas now, commercial uses can more easily integrate into new neighborhoods and areas which brings goods and services closer to more residents and lessens the amount of trips making journeys across the length of the city. Staff recommends that any commercial zoning be located at the intersection of Vaughn Road with a planned future collector as depicted in the Master Street Plan. This intersection would be an appropriate location for more intense commercial land uses.

Conclusion

While this request is not consistent with the Future Land Use Plan, it is consistent with some of the development

Proposed Collector Roads. 70' being dedicated per Bentonville Master Street Plan. (No flag lots being created).



Legend

 Pending Planning Commission Items

R-1

A-1 to R-2

S VAUGHN RD

A-1

R-3

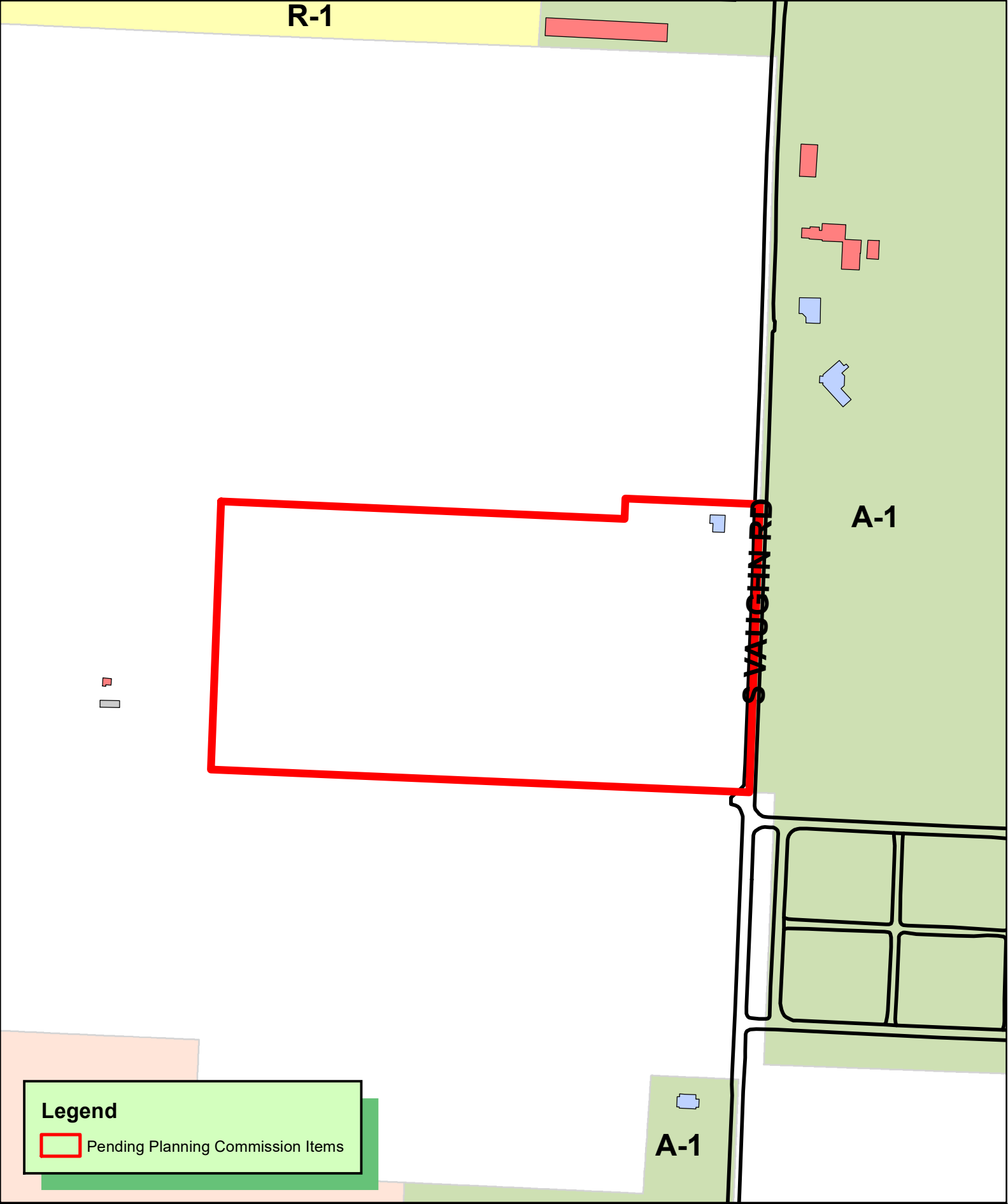
A-1



1 inch = 417 feet

RZ22-0052
REZONING A-1 TO R-2
Washark Investments LLC





R-1

A-1

A-1

S VAUGHN RD

Legend

 Pending Planning Commission Items



1 inch = 300 feet

**RZ22-0053 11/15/22
REZONING A1 TO R3
VIVIAN FARM SUBDIVISION**



N TYCOON RD

Legend

 Pending Planning Commission Items

MOTLEY RD

R-1

R-3

R-1

A-1

A-1 to R-2

A-1 to R-2

R-3

A-1

A-1

S VAUGHN RD

VAUGHN RD

C-2

SW RUT
R-4 RD

C-2

C-2

A-1



1 inch = 667 feet

RZ22-0055
REZONING A-1 TO R-2
Roth Farms LLC/Elite Equity Group



RESOLUTION NO. _____

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

(PROJECT NUMBER: RZ22-0052)

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

A PART OF THE SE ¼ OF THE NW ¼ OF SECTION 17, T-19-N, R-31-W, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE SW CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N 02°12'02" E, 249.05 FEET TO AN EXISTING REBAR; THENCE S 87°30'14" E, 1322.58 FEET; THENCE S 02°19'21" W, 199.12 FEET; THENCE N 87°29'55" W, 330.53 FEET TO AN EXISTING REBAR; THENCE S 02°27'45" W, 50.08 FEET TO AN EXISTING REBAR ON THE SOUTH LINE OF SAID FORTY ACRE TRACT; THENCE ALONG SAID SOUTH LINE N 87°29'47" W, 991.39 FEET TO THE POINT OF BEGINNING, CONTAINING 7.18 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH VAUGHN ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD. ALSO BEING KNOWN AS NEW LOT 2 OF VIVIAN FARM SUBDIVISION, PHASE 2, AS SHOWN ON THE PROPERTY LINE ADJUSTMENT FILED AS DOCUMENT L202192882. LOT 4, VIVIAN FARM SUBDIVISION, PHASE 2, BEING A LOT SPLIT OF LOT 1, VIVIAN FARM SUBDIVISION, PHASE 2, CREATING LOTS 3 & 4, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORDED AS INSTRUMENT NO. L202209326, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF LOT 1 OF VIVIAN FARM PHASE 2, AS SHOWN ON FILED PLAT L202193303 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING LOCATED IN A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT AN EXISTING REBAR WHICH IS N 02°12'02" E 249.05' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17 AND RUNNING THENCE N 02°17'24" E 329.90' TO AN EXISTING REBAR, THENCE S 87°30'18" E 1322.76', THENCE S 02°19'21" W 329.93' THENCE N 87°30'14" W 1322.58' TO THE POINT OF BEGINNING, CONTAINING 10.02 ACRES, MORE OR LESS. SUBJECT TO

THAT PORTION IN SOUTH VAUGHN ROAD MASTER STREET PLAIN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 15, 2022 at the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1,
AGRICULTURAL TO R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME
RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0052)**

WHEREAS, Washark Investments 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 A-1, AGRICULTURAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SE ¼ OF THE NW ¼ OF SECTION 17, T-19-N, R-31-W, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE SW CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N 02°12'02" E, 249.05 FEET TO AN EXISTING REBAR; THENCE S 87°30'14" E, 1322.58 FEET; THENCE S 02°19'21" W, 199.12 FEET; THENCE N 87°29'55" W, 330.53 FEET TO AN EXISTING REBAR; THENCE S 02°27'45" W, 50.08 FEET TO AN EXISTING REBAR ON THE SOUTH LINE OF SAID FORTY ACRE TRACT; THENCE ALONG SAID SOUTH LINE N 87°29'47" W, 991.39 FEET TO THE POINT OF BEGINNING, CONTAINING 7.18 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH VAUGHN ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD. ALSO BEING KNOWN AS NEW LOT 2 OF VIVIAN FARM SUBDIVISION, PHASE 2, AS SHOWN ON THE PROPERTY LINE ADJUSTMENT FILED AS DOCUMENT L202192882. LOT 4, VIVIAN FARM SUBDIVISION, PHASE 2, BEING A LOT SPLIT OF LOT 1, VIVIAN FARM SUBDIVISION, PHASE 2, CREATING LOTS 3 & 4, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORDED AS INSTRUMENT NO. L202209326, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF LOT 1 OF VIVIAN FARM PHASE 2, AS SHOWN ON FILED PLAT L202193303 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING LOCATED IN A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT AN EXISTING REBAR WHICH IS N 02°12'02" E 249.05' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17 AND RUNNING THENCE N 02°17'24" E 329.90' TO AN EXISTING REBAR, THENCE S 87°30'18" E 1322.76', THENCE S 02°19'21" W

329.93' THENCE N 87°30'14" W 1322.58' TO THE POINT OF BEGINNING, CONTAINING 10.02 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH VAUGHN ROAD MASTER STREET PLAIN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 15, 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 A-1, AGRICULTURAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE
MAP FOR A SPECIFIC AREA FROM AGRICULTURE TO HIGH-DENSITY
RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0053)**

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

A PART OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND A PART OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 17, T-19-N, R-31-W, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT THE NW CORNER OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 17 AND RUNNING THENCE ALONG THE NORTH LINE THEREOF S 87°29'47" E 991.39' TO AN EXISTING REBAR, THENCE LEAVING SAID NORTH LINE N 02°27'45" E 50.08' TO AN EXISTING REBAR, THENCE S 87°29'55" E 330.53', THENCE S 02°20'02" E 312.67', THENCE N 87°29'47" W 1321.77' TO A POINT ON THE WEST LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 17, THENCE ALONG SAID WEST LINE N 02°16'29" E 262.58' TO THE POINT OF BEGINNING, CONTAINING 8.35 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION IN SOUTH VAUGHN ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT ALSO SUBJECTED TO ALL OTHER EASEMENTS AND RIGHTS OF WAY OF RECORD. ALSO BEING KNOWN AS NEW LOT 1 OF VIVIAN FARMS SUBDIVISION IN SURVEY FILED FOR RECORD IN/AS DOUCMENT NO. L202058223. A PART OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND A PART OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 17, T-19-N, R-31-W, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE WEST LINE OF SAID FORTY ACRE TRACT WHICH IS S 02°16'29" W 262.58' FROM THE NW CORNER THEREOF AND RUNNING THENCE S 87°29'47" E 1321.77, THENCE S 02°20'02" W 369.11', THENCE N 87°27'39" W 1321.36' TO AN EXISTING REBAR ON THE WEST LINE OF SAID FORTY ACRE TRACT, THENCE ALONG SAID WEST LINE N 02°16'29" E 395.29' TO THE POINT OF BEGINNING, CONTAINING 12.00 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH VAUGHN ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT ALSO SUBJECTED TO ALL OTHER EASEMENTS AND RIGHTS OF WAY OF RECORD. ALSO BEING KNOWN AS NEW LOT 2 OF VIVIAN FARMS SUBDIVISION IN SURVEY FILED FOR RECORD IN/AS DOUCMENT NO. L202058223.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 15, 2022 at the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1,
AGRICULTURAL TO R-3, MEDIUM-HIGH DENSITY MULTIFAMILY
RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0053)**

WHEREAS, Washark Investments 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 A-1, AGRICULTURAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE NE ¼ OF THE SW ¼ AND A PART OF THE SE ¼ OF THE NW ¼ OF SECTION 17, T-19-N, R-31-W, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT THE NW CORNER OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 17 AND RUNNING THENCE ALONG THE NORTH LINE THEREOF S 87°29'47" E 991.39' TO AN EXISTING REBAR, THENCE LEAVING SAID NORTH LINE N 02°27'45" E 50.08' TO AN EXISTING REBAR, THENCE S 87°29'55" E 330.53', THENCE S 02°20'02" E 312.67', THENCE N 87°29'47" W 1321.77' TO A POINT ON THE WEST LINE OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 17, THENCE ALONG SAID WEST LINE N 02°16'29" E 262.58' TO THE POINT OF BEGINNING, CONTAINING 8.35 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION IN SOUTH VAUGHN ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT ALSO SUBJECTED TO ALL OTHER EASEMENTS AND RIGHTS OF WAY OF RECORD. ALSO BEING KNOWN AS NEW LOT 1 OF VIVIAN FARMS SUBDIVISION IN SURVEY FILED FOR RECORD IN/AS DOUCMENT NO. L202058223. A PART OF THE NE ¼ OF THE SW ¼ AND A PART OF THE SE ¼ OF THE NW ¼ OF SECTION 17, T-19-N, R-31-W, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE WEST LINE OF SAID FORTY ACRE TRACT WHICH IS S 02°16'29" W 262.58' FROM THE NW CORNER THEREOF AND RUNNING THENCE S 87°29'47" E 1321.77, THENCE S 02°20'02" W 369.11', THENCE N 87°27'39" W 1321.36' TO AN EXISTING REBAR ON THE WEST LINE OF SAID FORTY ACRE TRACT, THENCE ALONG SAID WEST LINE N 02°16'29" E 395.29' TO THE POINT OF BEGINNING, CONTAINING 12.00 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH VAUGHN ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT ALSO SUBJECTED TO ALL OTHER EASEMENTS AND RIGHTS OF WAY OF RECORD. ALSO BEING KNOWN AS NEW

LOT 2 OF VIVIAN FARMS SUBDIVISION IN SURVEY FILED FOR RECORD IN/AS DOUCMENT
NO. L202058223.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 15, 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 A-1, AGRICULTURAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE
MAP FOR A SPECIFIC AREA, FROM AGRICULTURE TO MEDIUM-DENSITY
RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0055)**

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

THE NE 1/4 OF THE SE 1/4 OF SECTION 18, T-19-N, R-31-W, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE NW CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG THE NORTH LINE THEREOF S 87°24'58" E, 1321.72 FEET TO AN EXISTING REBAR MARKING THE NE CORNER OF SAID FORTY ACRE TRACT; THENCE ALONG THE EAST LINE THERE OF S 02°15'49" W, 1315.85 FEET TO THE SE CORNER OF SAID FORTY ACRE TRACT; THENCE ALONG THE SOUTH LINE THEREOF N 87°29'58" W, 1320.17 FEET TO AN EXISTING REBAR MARKING THE SW CORNER OF SAID FORTY ACRE TRACT; THENCE ALONG THE WEST LINE THEREOF N 02°11'48" E, 1317.78 FEET TO THE POINT OF BEGINNING, CONTAINING 39.93 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. PART OF LOT 3 OF VIVIAN FARM SUBDIVISION, PHASE 2, BENTON COUNTY, ARKANSAS ACCORDING TO PLAT INSTR. NO. L202209326, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 5/8" REBAR AT THE MOST SOUTHERN CORNER OF SAID LOT 3, THE SAME CORNER BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, FIFTH PRINCIPAL MERIDIAN; THENCE N 87°30'07"W 1322.17 FEET TO A FOUND 1/2" REBAR WITH CAP PLS 944 AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N 02°18'15"E 1157.20 FEET TO A FOUND 1/2" REBAR WITH CAP PLS 944 AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTH LINE OF SAID LOT 3, S 87°30'04"E 1845.88 FEET TO A SET 5/8" REBAR WITH CAP PLS 1337; THENCE DEPARTING SAID NORTH LINE, S 02°19'21"W 578.04 FEET TO A SET 5/8" REBAR WITH CAP PLS 1337 ON THE SOUTHERN LINE OF SAID LOT 3; THENCE ALONG SAID SOUTHERN LINE, THE FOLLOWING THREE (3) COURSES: 1.) N 87°30'18"W 524.12 FEET TO A FOUND 5/8" REBAR; 2.) S 02°17'14"W 329.89 FEET TO A FOUND 5/8" REBAR; 3.) S 02°11'24"W 249.21 FEET TO THE POINT OF BEGINNING, CONTAINING 1,832,431 SQUARE FEET OR 42.07

ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 15, 2022 at the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1,
AGRICULTURAL TO R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME
RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0055)**

WHEREAS, Roth Farms LLC/Elite Equity Group of Arkansas, 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 A-1, AGRICULTURAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

THE NE 1/4 OF THE SE 1/4 OF SECTION 18, T-19-N, R-31-W, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE NW CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG THE NORTH LINE THEREOF S 87°24'58" E, 1321.72 FEET TO AN EXISTING REBAR MARKING THE NE CORNER OF SAID FORTY ACRE TRACT; THENCE ALONG THE EAST LINE THERE OF S 02°15'49" W, 1315.85 FEET TO THE SE CORNER OF SAID FORTY ACRE TRACT; THENCE ALONG THE SOUTH LINE THEREOF N 87°29'58" W, 1320.17 FEET TO AN EXISTING REBAR MARKING THE SW CORNER OF SAID FORTY ACRE TRACT; THENCE ALONG THE WEST LINE THEREOF N 02°11'48" E, 1317.78 FEET TO THE POINT OF BEGINNING, CONTAINING 39.93 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. PART OF LOT 3 OF VIVIAN FARM SUBDIVISION, PHASE 2, BENTON COUNTY, ARKANSAS ACCORDING TO PLAT INSTR. NO. L202209326, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 5/8" REBAR AT THE MOST SOUTHERN CORNER OF SAID LOT 3, THE SAME CORNER BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, FIFTH PRINCIPAL MERIDIAN; THENCE N 87°30'07"W 1322.17 FEET TO A FOUND 1/2" REBAR WITH CAP PLS 944 AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N 02°18'15"E 1157.20 FEET TO A FOUND 1/2" REBAR WITH CAP PLS 944 AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTH LINE OF SAID LOT 3, S 87°30'04"E 1845.88 FEET TO A SET 5/8" REBAR WITH CAP PLS 1337; THENCE DEPARTING SAID NORTH LINE, S 02°19'21"W 578.04 FEET TO A SET 5/8" REBAR WITH CAP PLS 1337 ON THE SOUTHERN LINE OF SAID LOT 3; THENCE ALONG SAID SOUTHERN LINE, THE FOLLOWING THREE (3) COURSES: 1.) N 87°30'18"W 524.12 FEET TO A FOUND 5/8" REBAR; 2.) S 02°17'14"W 329.89

FEET TO A FOUND 5/8" REBAR; 3.) S 02°11'24"W 249.21 FEET TO THE POINT OF BEGINNING, CONTAINING 1,832,431 SQUARE FEET OR 42.07 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 15, 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 A-1, AGRICULTURAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Main and A Connect LLC

Southwest A Street and South Main Street at
Southwest 14th Street

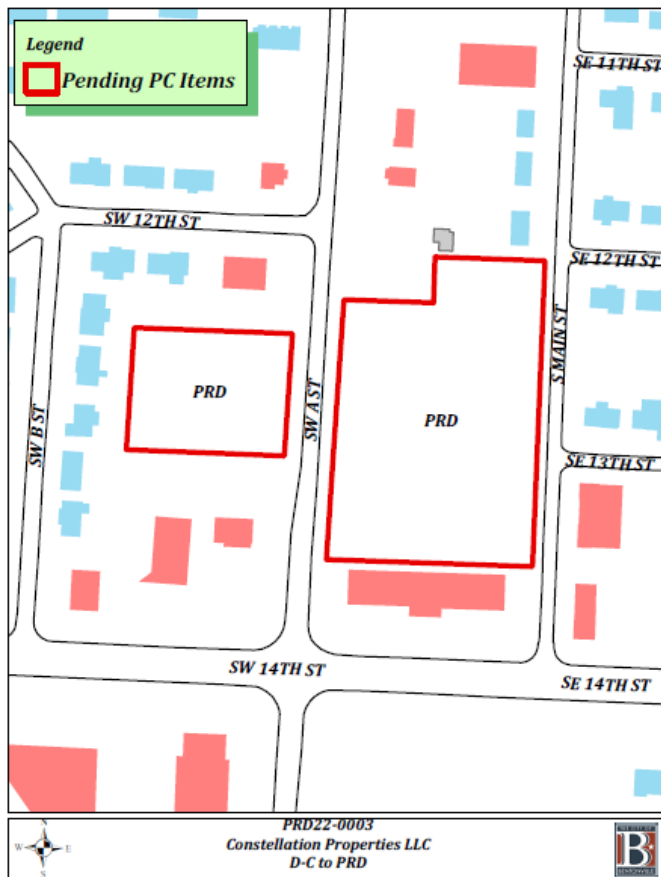
PC Date: 11/15/2022

Reviewer: Keegan Stanton, Senior Planner, AICP

Project Number	PRD22-0003
Applicant / Current Owner	Main and A Connect LLC
Site Area	+/- 4.74 acres
Current Zoning	DC, Downtown Core
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Mixed-Use Commercial (MUC)

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

Location Map



Property Description

This property is composed of two discrete vacant properties. One is located on the West side of Southwest A Street between Tri-City Granite and the rear access to AutoZone. The other is located across Southwest A Street, North of and behind the strip center facing Southwest 14th Street. Both properties are presently zoned DC, Downtown Core. Adjacent zoning districts are R-1, Low Density Single-Family Residential to the West and East across South Main Street, and DC to the North and South.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Mixed-Use Commercial. Mixed-use commercial areas include uses that provide goods and services to nearby residents. Local retail, day-to-day services, and small offices are appropriate in these areas. Vertical mixed-use developments are encouraged in mixed-use commercial areas, with upper floors including offices, services, or residential uses. Parking may be more prominent in these areas than in Downtown commercial areas but should be sited and designed to not be detrimental to the character of the area.

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

Public Comment

At the time of writing this staff report, staff HAS 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.

REZONING STAFF REPORT

The applicant is proposing a Planned Residential Development (PRD) consisting of six 3-story multi-family structures on 4.74 acres to be constructed in two phases. At full build-out, the development will consist of 238 residential units and approximately 5,000 square-foot of commercial space. The PRD exceeds the minimum open space requirements by devoting 19% of the total area of the site to common open space and 894 square feet of land area per dwelling unit. 235 total parking spaces are being provided, as well as some on-street parking with improvements to both Southwest A Street and South Main Street. 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.

A larger-than-usual setback is shown on the East side along South Main Street due to required setbacks from overhead electric utilities. All landscaping requirements are met from the Land Development Code, including perimeter and parking lot landscaping.

The six proposed buildings offer a range of architectural styles, colors, and materials. The principal materials proposed across all six buildings include brick, glass, metal panel, and fiber cement panels. Note that generally the use of fiber cement panels is on internal elevations and not facing public streets.

Waivers:

There are no waivers requested with the PRD.

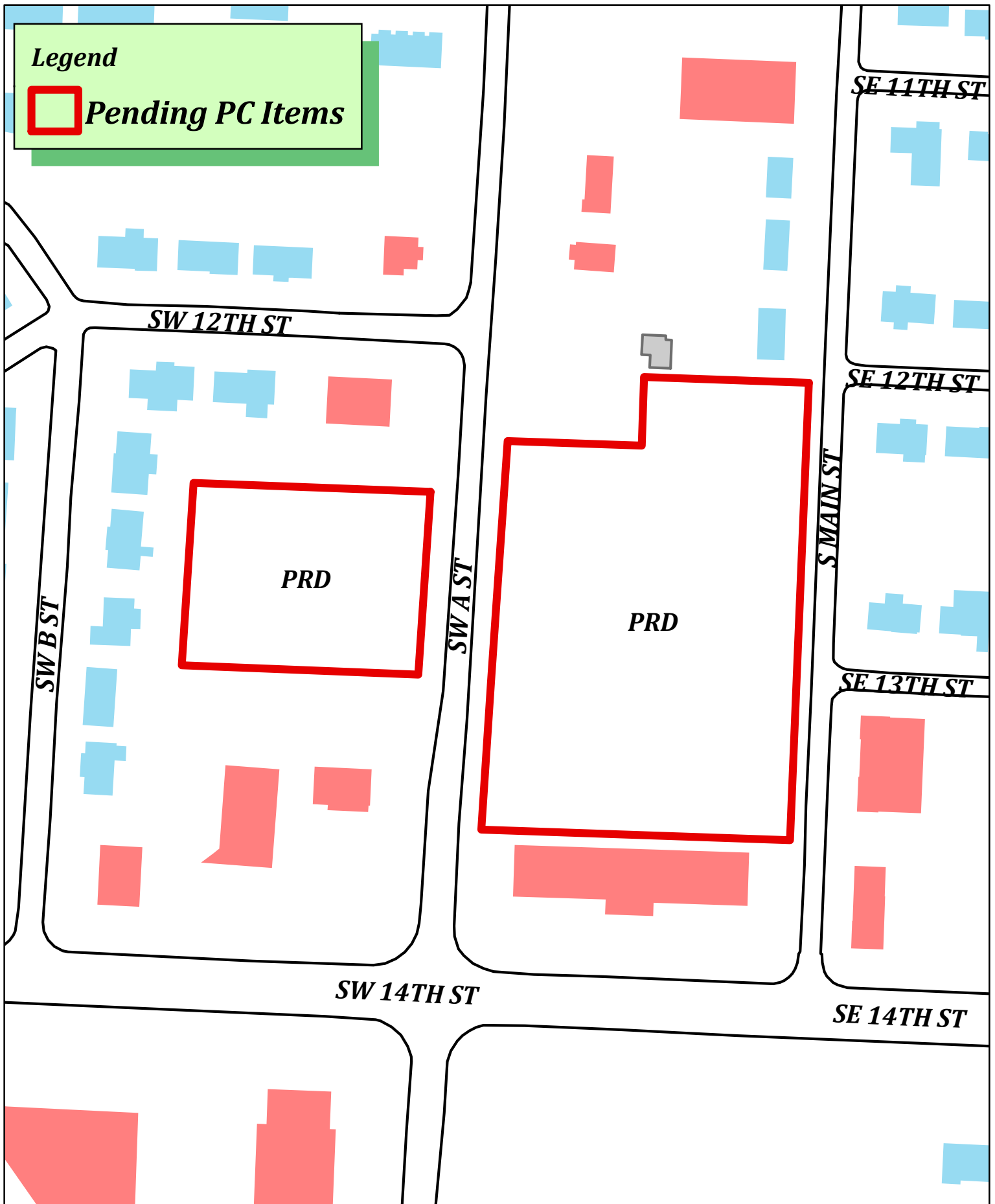
Conclusion

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 PC Items



PRD22-0003
Constellation Properties LLC
D-C to PRD



ORDINANCE NO. _____

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

(PROJECT NUMBER:PRD22-0003)

WHEREAS, Main and A Connect 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 DC, DOWNTOWN CORE to PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

ALL OF LOTS 12 AND 13 IN BLOCK 4 OF THE RAZORBACK ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT BOOK D AT PAGE 1, OF THE BENTON COUNTY RECORDS, BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF SOUTHWEST A STREET MARKING THE NORTHEAST CORNER OF SAID LOT 12 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S 03°48'38"W 200.03' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N 87°44'53"W 258.53' TO AN EXISTING REBAR, THENCE N 03°44'10"E 199.72', THENCE S 87°49'00"E 258.80' TO THE POINT OF BEGINNING, CONTAINING 1.19 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD; ALL OF LOTS 8, 9, 10, 11, AND PART OF LOT 7 OF WILSON'S ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD A, AT PAGE 103 OF THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF SOUTH MAIN STREET MARKING THE NORTHEAST CORNER OF SAID LOT 7 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S 02°22'33"W 499.89' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N 88°02'37"W 337.01' TO AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF SOUTHWEST A STREET, THENCE ALONG SAID RIGHT-OF-WAY N 03°42'34"E 162.42', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N 03°58'17"E 262.95' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY S 87°58'47"E 146.39' TO AN EXISTING REBAR, THENCE N 01°59'42"E 74.99' TO AN EXISTING REBAR, THENCE S 88°01'02"E 180.01' TO THE POINT OF BEGINNING, CONTAINING 3.55 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 15, 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 DC, DOWNTOWN CORE 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 DC, DOWNTOWN CORE 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

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

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

WE ARE 45 YR. RESIDENTS WHO CHERISH
THE CHARM OF OUR SINGLE FAMILY NEIGHBOR

Stephen Albs

Donna Albs

1400D!

Signature and Physical Address

607 N. MAIN

Signature and Physical Address

607 N. Main
B'vle



Agenda Item Form

Date of Utility Board Meeting	11/15/2022
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	(479) 696-0273

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
A Resolution authorizing a budget adjustment, in the amount of \$400.00, to allow for the purchase of a 2023 Ram Crew Cab 1500 4X4. Utility Board approved this request 4-0.					

Estimated Cost	\$35,400.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



www.bentonvillear.com
PLEASE RECYCLE





Budget Adjustment Request

Date of Utility Board Meeting	11/15/2022
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	(479) 696-0273

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> A resolution to approve a budget adjustment for the purchase of a 2023 Ram Crew Cab 1500 4X4, in the amount of \$400.00.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503030	47420	Capital - Vehicle		\$ 400.00
		Totals	\$ -	\$ 400.00
		Net Impact on Fund Balance	\$ (400.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				



www.bentonvillear.com
PLEASE RECYCLE



Memo



To: Utility Boards Members

From: Chris Earl, WRRF Manager

CC: Mike Bender, Preston Newbill

Date: 11/15/2022

RE: Budget adjustment to complete capital vehicle purchase

.....

Staff requests the Utility Board Members approve a motion to accept a budget adjustment to allow for the purchase of a 2023 Ram Crew Cab 1500 4X4. This was a budgeted item in 2022 for the amount of \$35,000.00. We had found and purchased a desired vehicle in February 2022 for the amount of \$30,863.00. While waiting for the vehicle to arrive we were notified on October 16th, 2022, the remaining RAM DS orders will be cancelled for 2022. We intend to rollover the budgeted amount of \$35,000.00 from 2022 to 2023 to continue the attempt to purchase a vehicle. The 2023 version of this vehicle on the state contract list has increased in price. The most basic model will now require the amount of \$35,400.00 to purchase.

We would like to complete the purchase of the desired vehicle through a budget adjustment in the amount of \$400.00 out of the capital vehicles account #47420. This will bring the total amount budgeted to \$35,400.00.

Utility Board approved this request 4-0.

Thank you for your consideration of this request,

Chris Earl, WRRF Manager



Purchase Agreement

Red River Dodge Chrysler Jeep Ram Fiat

#1 Ram Dealer in Arkansas

10/31/22

1060 Heber Springs Rd South, Heber Springs, Ar.72543
Office 501-362-5831 Cell 501-206-9958 Fax 501632-5522
Email:mike@redriverdodge.com

Matt Webster

Assistant Manager
The City of Bentonville WRRF
Office: 479-271-6749
Fax: 479-271-3163
mwebster@bentonvillear.com



SOLICITATION # S000000154
REFERENCE# 4600051622
VENDOR# 100158685
Type PRP 10133435
Item 62

FAN #00GN5

SALESPERSON	JOB		
Mike Haley	Fleet Manager	2023 Ram 1500 SSV Crew Cab 4x4	White

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	DS6T98 1500 SSV CREW CAB		\$ 35,340.00
	5.7 V8 HEMI MDS VVT ENGINE		STD
	8-SPD AUTO 8HP75 LCV TRANSMISSION		STD
	CLOTH Bench Seats/ REAR VINYL SEAT		\$ 60.00
	REAR BACK UP CAMERA		STD
	SPRAY IN BEDLINER		STD
	TRAILER TOW PACKAGE		STD
	POWER WINDOWS / POWER LOCKS		STD
	Uconnect 4 with 5" Screen /Hands free Bluetooth		STD

	DRIVERS SIDE FRONT POWER SEAT		STD	
	5yr/100K mile Fleet Powertrain Warranty			
Thank You for the Opportunity!				
			\$35,400.00	

[illegible]

THANK YOU FOR YOUR BUSINESS!

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A 2023 RAM CREW CAB 1500 4X4, THROUGH THE ARKANSAS STATE VEHICLE BID, IN THE AMOUNT OF THIRTY-FIVE THOUSAND FOUR HUNDRED DOLLARS (\$35,400.00) FOR THE WATER RESOURCE RECOVERY FACILITY; AMENDING THE 2022 BUDGET TO APPROPRIATE FOUR HUNDRED DOLLARS (\$400.00) FROM UTILITY FUND RESERVES TO ACCOUNT #503030-47420 – CAPITAL VEHICLE; AND FOR OTHER PURPOSES.

WHEREAS, the Water Resource Recovery Facility is in need of a vehicle for operations;

WHEREAS, the Arkansas State Vehicle Contract allows the City to purchase a 2023 Ram Crew Cab 1500 4x4 at State Bid prices; and

WHEREAS, this contract will require a budget adjustment in the amount of four hundred dollars (\$400.00) to Account #503030-47420 – Capital Vehicle.

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 for the purchase of a 2023 Ram Crew Cab 1500 4x4, through the Arkansas State Vehicle Bid, in the amount of thirty-five thousand four hundred dollars (\$35,400.00) for the Water Resource Recovery Facility;

Section 2: The 2022 Budget should be and the same is hereby amended to appropriate four hundred dollars (\$400.00) from Utility Fund Reserves to Account #503030-47420 – Capital Vehicle;

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	11/22/2002
Department	Electric
Submitted by	Traivs Matlock
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance to enter into an agreement with Service Electric Company and waive the requirements for competitive bidding to relocate the old Substation "B" transformer to the Bentonville City Warehouse and an associated budget adjustment for \$74,180. Due to the need to relocate the transformer to allow Wal-Mart to use the area as a laydown yard, it is not feasible to solicit competitive bids. Approved by Utility Board 4-0.					

Estimated Cost	\$74,180.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Budget adjustment moving money from Underground Primary acct.	





Budget Adjustment Request

Date of City Council Meeting	11/22/2022
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Money will be moved from Acct 73-13 (Underground Primary) to pay for the \$74,180.00. Approved by Utility Board 4-0.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010 - Electric	47313	Underground Primary		\$ (74,180.00)
503010 - Electric	47210	Plants and Building		\$ 74,180.00
		Totals	\$ -	\$ -
		Net Impact on Fund Balance	\$ -	

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



www.bentonvillear.com
PLEASE RECYCLE



MEMORANDUM

DATE: November 22, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Relocation of Existing "B" Sub Transformer

Electric Dept. staff recommends entering into an agreement with Service Electric Company to relocate the existing "B" Sub transformer to the City of Bentonville Warehouse and an associated budget adjustment for \$74,180.

As "B" Sub has been reconstructed in association with the WMT Campus Construction, it is the City's responsibility to moved to the old substation transformer. To transport the transformer, the oil must be drained, bushings removed, and a large crane available to lift. Service Electric Company has worked with BEUD staff in the past (at different substation transformers) draining/refilling oil, replacing bushings, etc. Service Electric Company will handle all responsibilities associated with the relocation including working with a crane company and trucking company.

To cover the costs of this service, BEUD will budget adjust money from Underground Primary, resulting in no change to the BEUD bottom line.

Approved by Utility Board 4-0.



SERVICE ELECTRIC Company

P.O. Box 3656
1631 East 25th Street
Chattanooga, TN 37404
Phone (423) 265-3161

Jeremy Hooper
Bentonville Electric Utility Department
Transmission Construction
3200 SW Municipal Drive
Bentonville, AR 72712

Proposal Date: 10/25/2022

Proposal Number: 221017 PJZ 346 01

***Equipment to be serviced: 3 Phase, Load Tap Changing Transformer w/
TLH-21 OLTC, MFG 1980***

ID#	MFR.	SERIAL#	GALLONS	TYPE OF SERVICE	PCB TEST REQD.
Spare	Kuhlman	292525-1	Main 4,507 OLTC 733	Transformer Relocation	YES

Detailed Scope of Work: Disassembly, 1991 SE 5th Street, Bentonville, AR 72712

NOTE: The customer must provide SEC with a current “As Found” Main & OLTC PCB baseline test report prior to deployment.

- Travel to site and set up.
- Unit is sitting in an empty fenced in area which was a decommissioned substation.
- Perform a site safety briefing identifying any possible hazards.
- Perform the following “As Found” electrical testing:
 - Doble power factor all windings, bushings, arrestors to include C1 & C2 capacitance if available
 - Excitation
 - SFRA (Sweep Frequency Response Analysis)
- Drain main tank oil into SEC provided SS tanker following the oil down with dry air.
- If required due to offset weight of OLTC, drain oil into customer provided containment, the customer will relocate this OLTC oil.
- Remove the H1, H2 & H3 primary bushings, install steel plates verified onsite. Build crates for all bushings.
- Remove the X1, X2 X3, XO secondary & neutral bushings, install steel plates verified onsite. Build crates for all bushings.
- Remove and crate (3) Ea. Primary w/ bracket & (4) ea. Secondary lightning arrestors, palletize all brackets.

- Remove (8) Ea. radiators w/ fans, install steel plates verified onsite, palletize radiators.
- SEC to contract Nabholz Construction Services, to load transformer and accessories then transport all equipment to the Warehouse to be offloaded.
- SS Tanker Rental & Relocation of tanker with oil will be contracted by United Rentals Fluid Solutions, Tulsa, OK.
- Clean up work site then depart site.
- Provide the customer with all electrical testing reports.

Detailed Scope of Work: Assembly, Warehouse, 501 SW 28th Street, Bentonville, AR 72712

- Travel to Warehouse and set up.
- The unit will have been offloaded onto the ground inside of a secondary containment berm already provided and onsite by the customer.
- SEC to perform inspection of transformer & accessories.
- Tanker will be parked near the transformer, a secondary containment berm will be installed under tanker.
- Perform a Core to Ground Megger Test.
- Remove steel plates then install the H1, H2 & H3 primary bushings.
- Remove steel plates then install the X1, X2 X3, XO secondary & neutral bushings.
- Remove steel plates then install (8) Ea. radiators w/ fans.
- Install brackets then (3) Ea. Primary w/ bracket & (3) ea. Secondary lightning arrestors.
- Re-gasket all main tank orifices excluding OLTC compartment.
- Perform a pressure leak check.
- Establish a vacuum of <1mm and hold for a minimum of (24) @ <1 TORR.
- Vacuum fill through heat and vacuum utilizing an oil processing rig w/ generator power.
- If removed for transportation, refill OLTC oil.
- Check for leaks and allow transformer to cool down overnight.
- Perform the following “As Left” electrical testing:
 - Doble power factor all windings, bushings, and arrestors to include C1 & C2 capacitance if available
 - Excitation
 - Winding Resistance
 - TTR (Transformer Turns Ratio) on the customer’s set tap position.
 - Perform a SFRA (Sweep Frequency Response Analysis)
- Check all accessories for correct operation.
- Pull an oil proof sample of Main & OLTC and submit them to a lab for analysis.
- Clean up work site then depart.
- Provide the customer with all electrical and oil testing reports.

NOTE: Contractor to provide preliminary test results to Owner prior to leaving jobsite. Final written reports to be provided to Owner no later than 2 weeks after testing is completed. No invoicing to be approved until test reports are received.

Total service cost which includes all mobilizations and per diem for (2) men and equipment, oil processing rig w/ generator power and fuel, crane, rigging & transportation, oil tanker rental & transportation, lumber, gasket material, electrical & oil testing reports: **\$ 74,180.00**

- Total Service Price includes only the services outlined in the Detailed Scope of Work above.

Service Electric Company's Responsibilities:

- Service Electric Company will provide the trained personnel, equipment and materials required to perform the service outlined above in Scope of Work.
- Service Electric Company will provide the required power to run any of our equipment unless a different arrangement has been made.
- Service Electric Company will perform the service quoted above under a mutually agreed upon schedule.
- If any oil is spilled while draining, disassembly, or reassembling SEC be responsibility for site cleanup.
- If for some reason bushings (High side or Low side), arrestor (High side or Low side), radiators become damaged in the removal process, transport process, or installation process SEC will be responsible for replacement.

Customer Responsibilities:

- Provide a safe, clear access to the equipment to be serviced.
- Provide a qualified site contact/liaison for SEC to contact as needed.
- Provide complete oil quality tests (less than one year old), including PCB analysis on any fluid filled equipment to be serviced. All isolated oil filled compartments must have an analysis. **If the unit has any detectable PCB content, greater than 2 ppm up to 49 ppm of PCB's, a \$1,500.00 rig decontamination charge will apply if an oil processing rig is utilized.**

General Clarifications and Exceptions:

- The prices quoted herein are valid for 60 days from the date of this proposal.
- **Any new oil needed for top off will be additionally billed to the customer at a rate of \$14.00 per gallon.**
- Any delays caused by other than Service Electric Company personnel or additions to the scope of work quoted above will be billed additionally at our currently published Time and Material Rates. Service Electric Company's oil processing crews consist of two personnel who when processing for a period of greater than 14 hours in a day will split up into shifts so that only one man per shift will be on the rig at any time. If the customer or job site owner require two men on the rig at all times, the additional man will be billed at our currently published Time and Material Rates.

- If the work scope of this job extends over a weekend, Service Electric Company's personnel will work on Saturday and Sunday unless the Customer or jobsite owner refuses to let Service Electric Company's personnel work. If SEC is not informed of this restriction in writing, prior to quoting the job or accepting the order, the customer will be billed at our currently published Time and Material Rates for an eight hour day/day for wait time.
- A customer representative must authorize any additional work. An **Additional Work** release form must be signed prior to our beginning the work. When the additional work is completed, the customer representative must sign the release form indicating that the work was completed.
- Any activities, including oil processing, in this quote, will be performed with the transformer de-energized unless otherwise stated in the scope of work.
- Any applicable Federal, State or Local taxes will be in addition to the price quoted above. When invoiced, the customer must provide tax exempt documentation or they will be invoiced for the applicable taxes.
- This bid and any contract awarded as a result is expressly conditioned upon the negotiation of mutually acceptable terms and conditions.

Warranty:

All work performed by SEC personnel is guaranteed from defects resulting from faulty workmanship for a period of one year from the completion date of the work. This does not include Acts of God, maintenance of units by others, or other natural or unnatural causes which are beyond the control of SEC. Any warranty claims must be made to SEC. If the customer has a third party make repairs that would have been under SEC's warranty period, SEC will not reimburse the customer for any parts or labor provided by the third party and the balance of SEC's warranty period will be voided.

Prepared by:

Paul Zychal

Regional Account Manager

Technical Services

SERVICE ELECTRIC Company

1631 East 25th St

Chattanooga, TN 37404

www.serviceelectricco.com

Cell: (423) 497-2121

Email: pzychal@serviceelectricco.com

A Quanta Services Company | www.quantaservices.com | NYSE:PWR

"Safety Excels with Commitment"

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH SERVICE ELECTRIC COMPANY FOR THE RELOCATION OF THE SUBSTATION “B” TRANSFORMER IN THE AMOUNT OF SEVENTY-FOUR THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$74,180.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AMENDING THE 2022 BUDGET TO APPROPRIATE SEVENTY-FOUR THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$74,180.00) FROM ACCOUNT #503010-47313 – UNDERGROUND PRIMARY TO ACCOUNT #503010-47210 – PLANTS AND BUILDINGS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department requires a contractor to perform the relocation of the Substation “B” transformer;

WHEREAS, the City of Bentonville Electric Utilities Department has negotiated with Service Electric Company and the quote is fair and reasonable;

WHEREAS, soliciting bids is not feasible the relocation is time sensitive as part of a larger project and requires the use of a contractor familiar with Bentonville Electric Utilities; and

WHEREAS, this contract will require a budget adjustment in the amount of seventy-four thousand one hundred eighty dollars (\$74,180.00).

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Service Electric Company for the relocation of the Substation “B” transformer in the amount of seventy-four thousand one hundred eighty dollars (\$74,180.00);

Section 2: Because of the immediate need to relocate this transformer and the familiarity of this contractor with Bentonville Electric Utilities, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3: The 2022 Budget is hereby amended to appropriate seventy-four thousand one hundred eighty dollars (\$74,180.00) from Account #503010-47313 – Underground Primary to Account #503010-47210 – Plants and Buildings;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

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

PASSED and APPROVED this ____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	11/22/2022
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance and waiver of bid to purchase a 161 kV breaker from GE Grid Solutions, LLC. to replace a non-load break switch in Substation "B" for \$69,650.00 plus tax (estimated to be \$6,616.75). This is a sole source item and matches existing breakers used in all of Bentonville's substations, therefore it is not practical to solicit competitive bids. Approved by Utility Board 4-0.					

Estimated Cost	\$76,266.75
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Budget adjustment from Underground Primary.	





Budget Adjustment Request

Date of City Council Meeting	11/22/2022
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
Money will be moved from Acct 73-13 (Underground Primary) to pay for the \$76,266.75. Approved by Utility Board 4-0.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010 - Electric	47313	Underground Primary		\$ (76,266.75)
503010 - Electric	47210	Plants and Building		\$ 76,266.75
		Totals	\$ -	\$ -
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



MEMORANDUM

DATE: November 22, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Purchase of 161 kV Breaker for Substation "B"

Electric Dept. staff recommends entering into an agreement with GE Grid Solutions, LLC to purchase a 161 kV Breaker to replace a non-load break switch in "B" Sub and an associated budget adjustment for \$69,650 plus tax (estimated to be \$6,616.75).

As the new "B" Sub was energized, it became apparent that the switch to the south transformer cannot be operated under load. To open or close the switch, the entire substation would have to be de-energized, the switch operated, and the entire substation re-energized. Installation of this breaker would allow the switching of load while the substation is energized. This breaker will match the breaker that feeds the north transformer. The breaker has a 54 week lead time.

To cover the costs of this service, BEUD will budget adjust money from Underground Primary, resulting in no change to the BEUD bottom line.

Approved by Utility Board 4-0.



Grid Solutions



City of Bentonville

November 3, 2022

GE Proposal Number – AR-OP22061346542 – Revision 2

GE Grid Solutions, LLC

One Power Lane

Charleroi, PA 15022

USA

www.GEGridSolutions.com

Contents

1	Executive Summary.....	3
2	Proposal	4
3	Spare Parts, Special Tools & Service.....	5
4	Comments, Clarifications, and Exceptions.....	6
5	Commercial Terms of Sale	7
6	Attachments.....	11

1 Executive Summary

City of Bentonville
Attn: Lauren Haislup

Thank you for your interest in GE Grid Solutions, LLC for the reference opportunity. We are pleased to submit the enclosed proposal for your consideration in accordance with the specification provided and the noted comments, clarifications, and exceptions.

Grid Solutions is an industry leading manufacturer of high voltage circuit breakers with R&D and manufacturing facilities located in Charleroi, Pennsylvania. Our facility is the Competence Center for research and development, testing, and manufacturing of dead tank circuit breakers for worldwide distribution and is certified to ISO 9001-2015 and ISO 14001-2015.

The factory has manufactured and delivered over 32,000 breakers since 1995 to locations all over the world. In addition to the product offered herein, we have a complete range of dead tank circuit breakers, live tank circuit breakers and circuit switchers to meet your needs now and into the future.

Our uniquely qualified team includes industry leaders with decades of experience in the transmission and distribution world as well as the high voltage circuit breaker industry. The members of the Grid Solutions team are available at any time and are dedicated together with our Charleroi staff of over 200 employees to providing you best in industry service and support.

We once again thank you for this opportunity to submit an offer and look forward to answering any questions which arise while reviewing our proposal.

Sincerely,

George Muchesko
Lead Sales & Proposal Manager
Phone: 724-483-7874
Email: George.Muchesko@ge.com

2 Proposal

Item #1

One (1) 170 kV Dead Tank Circuit Breakers according to ANSI/IEEE standards for outdoor installation with mechanical spring operating mechanisms including support structures:

▪ Type	DT1-170 FK F1
▪ Rated Nominal Voltage	161 kV
▪ Rated Maximum Voltage	170 kV
▪ Frequency	60 Hz
▪ First Pole to Clear Factor	1.3
▪ Rated Continuous Current	1200 A (up to 2000 A)
▪ Rated Short-Circuit Current	40 kA
▪ BIL	750 kV
▪ Creep Distance / Material / Color	177" / Composite / Gray
▪ Insulating Medium	SF ₆ - Included for 1 st Fill
▪ Interrupting Time	3 cycles
▪ High-Speed Auto-Reclosure	3 phase, Gang Operated
▪ Current Transformers	(12) 1200:5 MR C800, TRF 2.0
▪ Cabinet Enclosure Rating / Material	NEMA 3R / Painted Steel
▪ Ambient Temperature	-30°C to +50°C without tank heaters
▪ Seismic Rating	Per IEEE 693-2005 Low
▪ Altitude	≤ 3,300' ASL
▪ Control Voltage / Range	125 VDC / (T) 70-140 VDC - (C) 90-140 VDC
▪ Motor Voltage	120 VAC / 125 VDC
▪ Alternate Current Circuit (Lighting / Heating):	120 VAC / 240 VAC

Unit Price: **\$67,950.00 - USD, FOB Jobsite, AR**

***SF6 Gas Surcharge per breaker:** **\$1,700.00 – USD**

Total Unit Price: **\$69,650.00 – USD, FOB Jobsite, AR**

***SF6 Surcharge:** The price of Sulfur Hexafluoride is subject to the enclosed surcharge due to global events that have affected cost and availability.

3 Spare Parts, Special Tools & Service

Item #	Parts Description	DT1-170 FK F1 Price per unit in USD
a	(1) Trip Coil or (1) Close Coil	\$125.-
b	(1) Spring Charge Motor	\$625.-

Prices of spare parts are valid only when ordered and delivered with the circuit breaker.

It's recommended for emergency purposes to purchase and stock a spare charging motor, trip coil and close

Special Tools

No special tools are necessary for installation or maintenance of the breakers. We do recommend, however, having one (1) of each of the following SF₆ handling tools on site:

- Gas regulator and fill hose set One (1) per breaker type per order included
- Doble Transducer Bracket One (1) per breaker type per order included

Field Service

A field service representative is not included in the base price of the circuit breakers. If service is required, pricing information is listed below.

- Initial Trip (airfare & travel time) \$4,250.00 - USD
- Eight (8) hour day (time, lodging, meals & local transportation) \$2,250.00 - USD

4 Comments, Clarifications, and Exceptions

- This offer is made in accordance with the attached Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions). However, GE Grid Solutions, LLC is open to negotiation of the Terms and Conditions.
- The quoted circuit breaker will be similar to the previous order PO 22200757 for the City of Bentonville, see the attached drawings for details.

5 Commercial Terms of Sale

Validity:	Thirty (30) days after the date of this proposal.
Delivery:	Standard delivery is between fifty-four (54) to fifty-eight (58) weeks after receipt of order (ARO). All orders are subject to prior factory loading and material availability at the time of purchase order placement. All orders are subject to PO delivery date no later than 10 weeks after the quoted lead time. Longer delivery schedules are subject to the enclosed price escalation.
Delivery Note:	Delivery is based upon customer return of approved drawings in two (2) weeks. Drawings will be submitted for approval between four (4) to six (6) weeks after receipt of order.
Shipping Point:	Charleroi, Pennsylvania, USA.
PO Remittance:	GE Grid Solutions, LLC., One Power Lane, Charleroi, PA 15022.
Terms of Delivery:	Pricing is firm in USD, FOB Jobsite (DDP per INCOTERMS 2020), pre-paid and allowed. Shipment to destination is limited to sites accessible by the vehicle in which the unit ships from the factory. Unloading is to be provided by others.
Payment Conditions:	100% Net 30 days after drawing submittal. All Payments by wire transfer.
Instruction Manuals:	One instruction book is shipped inside the control cabinet of the breaker. Remaining instruction books will ship within two weeks of breaker shipment.
Warranty:	Twelve (12) months after installation, not to exceed eighteen (18) months after delivery. Warranties exclude wear and tear associated with normal circuit breaker operation, circuit breakers used in special applications not covered by ANSI/IEEE C37.04, and circuit breakers that have exceeded the maximum allowable cumulated current. Warranties are based on strict accordance with the maintenance instructions found in the breaker manual.
Liquidated Damages:	Provisions for liquidated damages are not included in this offer.
Sales Tax:	This offer does not include any sales tax (federal, state or local).
Damages:	The manufacturer shall not be liable for consequential or indirect damages such as loss of use, profit, contract, production, or any financial loss. In addition, the total liability is limited to a maximum of the contract value. The right for technical modifications is reserved.

Cancellation: In the event of order cancellation, a payment will be due based on the table below.

Schedule (based on EXW factory)	Cancellation Charge
	(% of contract value)
0 – 2 weeks after receipt of order	5.0%
2 – 4 weeks after receipt of order	10.0%
30+ weeks before shipment	15.0%
24 – 30 weeks before shipment	15.0%
20 – 24 weeks before shipment	20.0%
16 – 20 weeks before shipment	40.0%
8 – 16 weeks before shipment	60.0%
4 – 8 weeks before shipment	80.0%
0 – 4 weeks before shipment	100.0%

Delays: In case of delay, a progress payment will be due based on the table below and subject to price escalation

28+ weeks before delivery	0.0%
24 – 28 weeks before shipment	5.0%
16 – 24 weeks before shipment	10.0%
14 – 16 weeks before shipment	15.0%
8 – 14 weeks before shipment	25.0%
4 – 8 weeks before shipment	70.0%
0 – 4 weeks before shipment	100% plus Storage Fees. Short term storage of up to 4 weeks is \$750 per breaker per week ($\leq 245\text{kV}$). Storage fees in excess of 4 weeks and for $>245\text{kV}$ will be quoted at the time of request.

Seller is entitled to adjust contract price based on public indices, if any change of delivery time required by contractor for more than 30 days

Price Escalation:

Prices subject to escalation will be adjusted based on the price escalation formula shown below and utilizing the latest data for the listed indices from the US Bureau of Labor Statistics website <http://data.bls.gov/cgi-bin/srgate> as listed herein and with reference to the original date of this proposal.

$$PA = \frac{[PCa \times \frac{a2}{a1} + PCb \times \frac{b2}{b1} + PCc \times \frac{c2}{c1} + PCd \times \frac{d2}{d1} + PCE \times \frac{e2}{e1} + PCf \times \frac{f2}{f1} + PCg \times \frac{g2}{g1} + PCh \times \frac{h2}{h1} + PCi \times \frac{i2}{i1}]}{100}$$

Porcelain bushing insulators:

	BLS Series ID	Series Title	PC Content %		1 Month Year	2 Month Year	% change
a	WPU102802	Aluminum castings	20.0%	PCa	a1	a2	
b	PCU33211133211111	Hot impression die impact, press, and upset carbon steel forgings	8.0%	PVb	b1	b2	
c	PCU335929335929A	Electronic wire and cable, made of nonferrous metals	3.0%	PCc	c1	c2	
d	PCU3271103271107	Porcelain, steatite, and other ceramic electrical products	12.0%	PCd	d1	d2	
e	CEU0500000008	Average hourly earnings of production workers	12.0%	PCe	e1	e2	
f	PCU335314335314	Relay and industrial control mfg	2.0%	PCf	f1	f2	
g	PCU4842304842306	Specialized freight (except used goods) trucking, long-distance	10.0%	PCg	g1	g2	
h	PCU335311335311	Electric power and specialty transformer mfg (BCTs)	8.0%	PCh	h1	h2	
i	PCU335313335313	Switchgear and switchboard apparatus mfg	20.0%	PCi	i1	i2	
j		Fixed	5.0%	PCj			
			100.0%	Price Adjustment (PA) = PA			

Composite bushing insulators:

	BLS Series ID	Series Title	PC Content %		1 Month Year	2 Month Year	% change
a	WPU102802	Aluminum castings	20.0%	PCa	a1	a2	
b	PCU33211133211111	Hot impression die impact, press, and upset carbon steel forgings	8.0%	PVb	b1	b2	
c	PCU335929335929A	Electronic wire and cable, made of nonferrous metals	3.0%	PCc	c1	c2	
d	PCU325991325991P	Custom compounding of purchased resins (Comp Insulators)	12.0%	PCd	d1	d2	
e	CEU0500000008	Average hourly earnings of production workers	12.0%	PCe	e1	e2	
f	PCU335314335314	Relay and industrial control mfg	2.0%	PCf	f1	f2	
g	PCU4842304842306	Specialized freight (except used goods) trucking, long-distance	10.0%	PCg	g1	g2	
h	PCU335311335311	Electric power and specialty transformer mfg (BCTs)	8.0%	PCh	h1	h2	
i	PCU335313335313	Switchgear and switchboard apparatus mfg	20.0%	PCi	i1	i2	
j		Fixed	5.0%	PCj			
			100%	Price Adjustment (PA) = PA			

Hardship:

If due to an event that is beyond the Seller's reasonable control and which it could not reasonably have been expected to have taken into account at the time of the submission of the Offer (which will include for the avoidance of doubt the evolution of any event that was pre-existing at the time of submission of the Offer but which impact was not capable of being properly assessed), the Seller shall be entitled to request revision of the prices and, as applicable, of the other conditions of its Offer to take into account the consequences of the above mentioned event. In the case where the Buyer would not permit the Seller to revise and update its Offer, the Seller shall be entitled, subject to written notice to the Buyer, to withdraw its Offer without liability to the Buyer. Buyer is hereby informed that the consequences that the conflict in Ukraine and its future evolutions may have on prices and availability of raw materials, manpower, component, transport and logistics and any other components of the scope of the Offer shall be considered for the purpose of this provision."

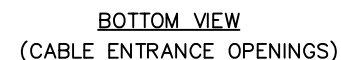
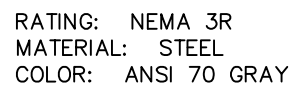
During contract execution, in case the Contract does not comprise a price escalation mechanism and if a Party can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to a Force Majeure event (as defined in the contract and which will include evolution of any event pre-existing at the time of signature of the Contract), the Parties are bound, within a reasonable time of written notice by one Party to the other, to negotiate alternative contractual terms or a mitigation plan which reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was pre-existing at the signature of the Contract between the Parties. The Party serving notice under this Clause shall provide the other Party with as much commercially available details of the event or events affecting that Party's contractual obligations, the affected obligations themselves and how and to which extent these events are (and will be) affecting the performance of the Contract. The Parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable antitrust laws and regulations. Where an agreement is reached, the Parties shall start implementing the agreed measures immediately, pending the signature of the relevant amendment to the Contract. In the event the Parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within fifteen (15) days of the written notice, and in the absence of any other agreement, the Party serving notice under this Clause will be entitled to either suspend its performance of the affected portion of the Contract, or to terminate the Contract, without any liability to the other party. If the Contract is suspended for a period greater than 60 consecutive days by that Party, either Party may terminate the Contract by sending written notice of termination to the other Party. In case of termination of the Contract hereunder, the Parties shall settle their accounts accordingly as if the Contract had been terminated through no fault of the Parties, without prejudice to any Party's right to pursue a dispute in accordance to the dispute resolution mechanism set forth in the contract.

COVID-19:

The impacts of Coronavirus cannot be reasonably determined at this time. This proposal does not account for any potential adverse impacts of Coronavirus on GE's performance of obligations. In the event of any delays and adverse impacts, GE reserves the right for an equitable adjustment of the schedule and prices herein to offset the effects of Coronavirus delays.

6 Attachments

- DT1-170 FK F1 Sample Outline Drawing & Wiring Schematic
- DT1-170 FK Product Brochure
- Grid Solutions High Voltage Circuit Breaker Line Card
- Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions)



- A1 -- MINIMUM DISTANCE FOR BUSHING REMOVAL: 28.0" (710 mm)
- A2 -- MINIMUM DISTANCE FOR INTERRUPTER REMOVAL: 85.0" (2159 mm)
- B -- NEMA 4 HOLE TERMINAL PAD
- C -- SF6 DENSITY MONITOR
- D -- SF6 FILL VALVE
- E1 -- CHARGED/DISCHARGE INDICATORS
- E2 -- OPEN/CLOSE INDICATORS & COUNTER
- F -- CABLE ENTRANCE
- G -- RATINGS NAME PLATE (EXTERNAL)
- H -- PRESSURE RELIEF DEVICE
- J -- NEMA 2 GROUND PAD (DIAMETRICALLY OPPOSED)
- K -- LIFTING LOCATIONS
- L -- MECHANISM ACCESS
- M -- BCT NAMEPLATE (INTERNAL)
- N -- EXTERNAL GFI RECEPTACLE

TYPE:	DT1-170FK-40-F1
IMPULSE WITHSTAND:	750 kV
MAXIMUM VOLTAGE:	170 kV
INTERRUPTER CURRENT RATING:	40 kA
CURRENT RATING:	1200 A
DIMENSIONS:	$\frac{\text{INCHES}}{\text{mm}}$

- 1) FOUR (4) $\emptyset 3/4"$ [19 mm] ANCHOR BOLTS (ASTM A 36 OR GREATER). ANCHOR BOLTS SHOWN FOR INFORMATION ONLY. NOT INCLUDED IN GE SCOPE OF WORK.
- 2) 3.0" [76 mm] MINIMUM PROJECTION ABOVE FOUNDATION.
- 3) ANCHORING TO BE SUPPLIED BY CUSTOMER.
- 4) FOUNDATION TO BE LEVEL WITHIN 0.25" [6 mm] AT FOUR (4) BASEPLATES.
- 5) SHIM AND GROUT AS REQUIRED.
- 6) RATED SEISMIC LEVEL 0.2g OF RRS PER IEEE 693
- 7) OPERATIONAL FORCES IN ANY DIRECTION = 1112N (250 lbf)
- 8) HV TERMINAL STATIC HORIZONTAL FORCE (LONGITUDINAL) = 1250N (281 lbf)
- 9) HV TERMINAL STATIC HORIZONTAL FORCE (TRANSVERSE) = 750N (169 lbf)
- 10) HV TERMINAL STATIC VERTICAL FORCE = 1000N (225 lbf)
- 11) CENTER OF GRAVITY DIMENSIONS ARE APPROXIMATE ONLY. DIMENSIONS CAN VARY DUE TO BUSHINGS, ADDITIONAL BRACING, BCTs AND BREAKER HEIGHT.

OUTLINE DRAWING

A

B

C

D

1

2

3

4

1

2

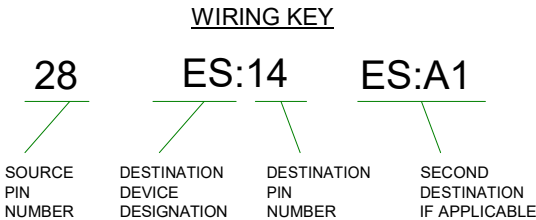
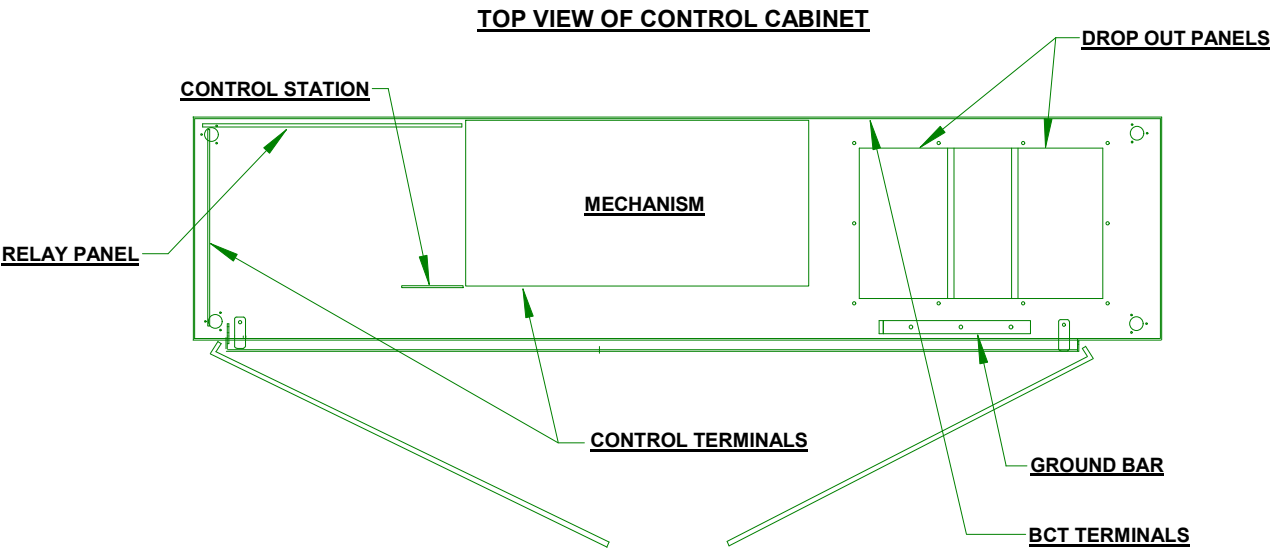
3

4

	CIRCUIT BREAKER		FUSE PULLOUT, SLUGGED
	CABINET LIGHT		INDICATOR LIGHT
	COIL		KNIFE SWITCH
	CONTACT, NORMALLY CLOSED		MOTOR
	CONTACT, NORMALLY OPEN		PUSHBUTTON
	CONNECTOR		RESISTOR/ HEATER
	DENSITY MONITOR		TERMINAL BLOCK
	DOOR SWITCH		TERMINAL BLOCK (AUXILIARY)
	FUSE BLOCK		THERMOSTAT
	FUSE BLOCK, SLUGGED		THERMAL OVERLOAD
	FUSED DISCONNECT		TOGGLE SWITCH
	FUSED DISCONNECT, SLUGGED		TRANSFORMER
	FUSE PULLOUT		

STANDARD ANSI DESIGNATIONS

01CS BREAKER CONTROL SWITCH
23 THERMOSTAT
23X HEATER CONTACTOR
27X LOSS OF POWER RELAY
30 ANNUNCIATOR
37 UNDERCURRENT ALARM
43L/R LOCAL REMOTE TRANSFER SWITCH
49 MOTOR THERMAL OVERLOAD
52a,b BREAKER AUXILIARY SWITCH
52C CLOSE PUSHBUTTON
52CC BREAKER CLOSE COIL
52T TRIP PUSHBUTTON
52TC BREAKER TRIP COIL
52X CLOSING RELAY
52Y ANTIPUMP RELAY
52-MON BREAKER CONDITION MONITOR
63G SF6 PRESSURE / DENSITY GAUGE
63GX SF6 PRESSURE / DENSITY RELAY
69 PERMISSIVE CONTROL SWITCH
69-KI KEY INTERLOCK
74CC CLOSE COIL MONITOR
74TC TRIP COIL MONITOR
79X RECLOSE DELAY RELAY
83X MOTOR TRANSFER CONTACTOR
88 MOTOR
88F MOTOR FAILURE ALARM
88LS MOTOR LIMIT SWITCH
AIL AMBER INDICATOR LIGHT
GIL GREEN INDICATOR LIGHT
HTR HEATER
RIL RED INDICATOR LIGHT



						CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001	MATERIAL ID: CCDT1-170FK-F1-001
							ORDER No. 359556
1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022	CUSTOMER EQ. No.:	
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE		
LEGEND			W. Holt	A. Lisitsa	02/21/2022	 Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E359556010
			DRAWN	CHECKED	DATE		

A

B

87

C

D

A

B

C

D

CLOSE CIRCUIT

TRIP 1 CIRCUIT

TRIP 2 CIRCUIT

1

1

2

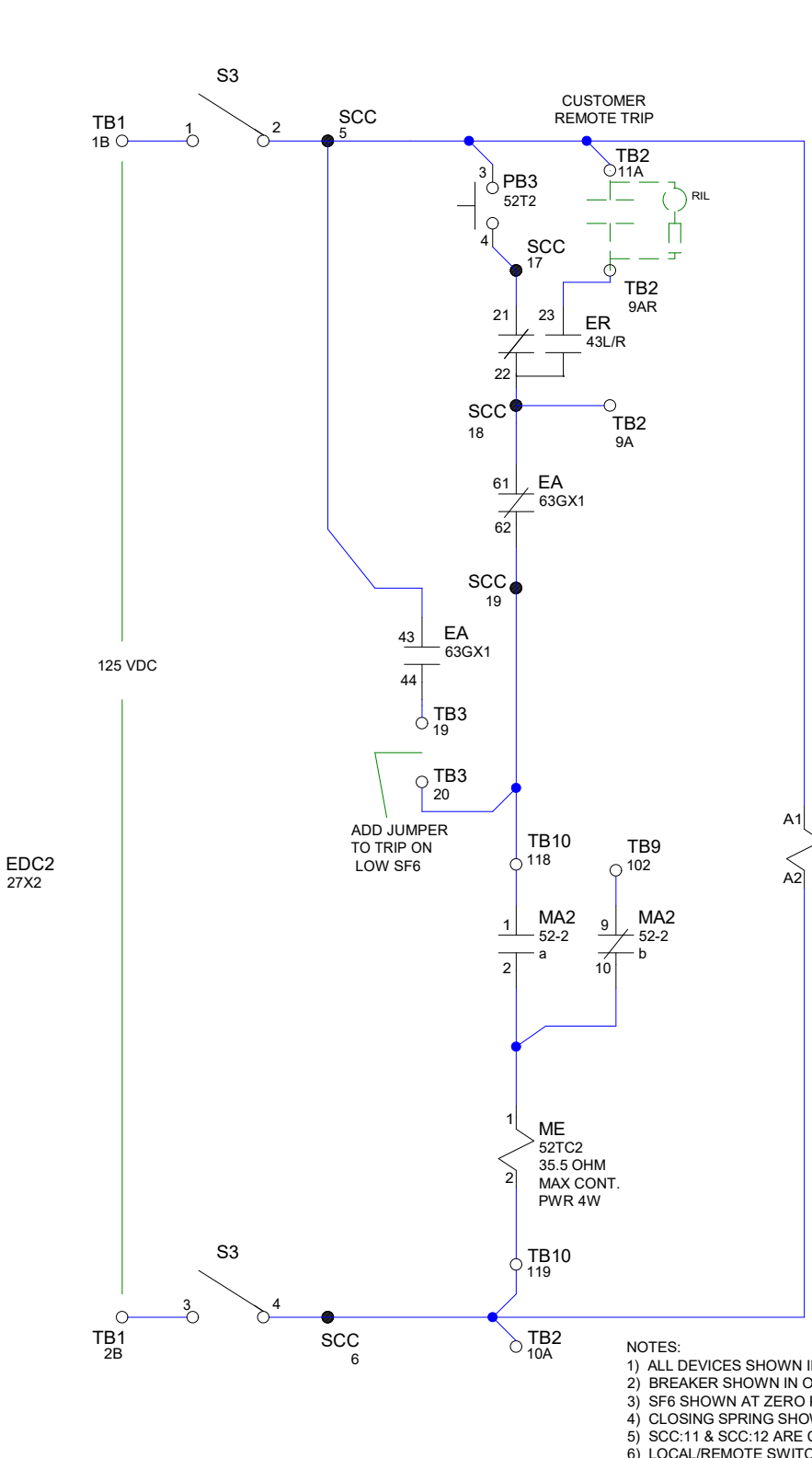
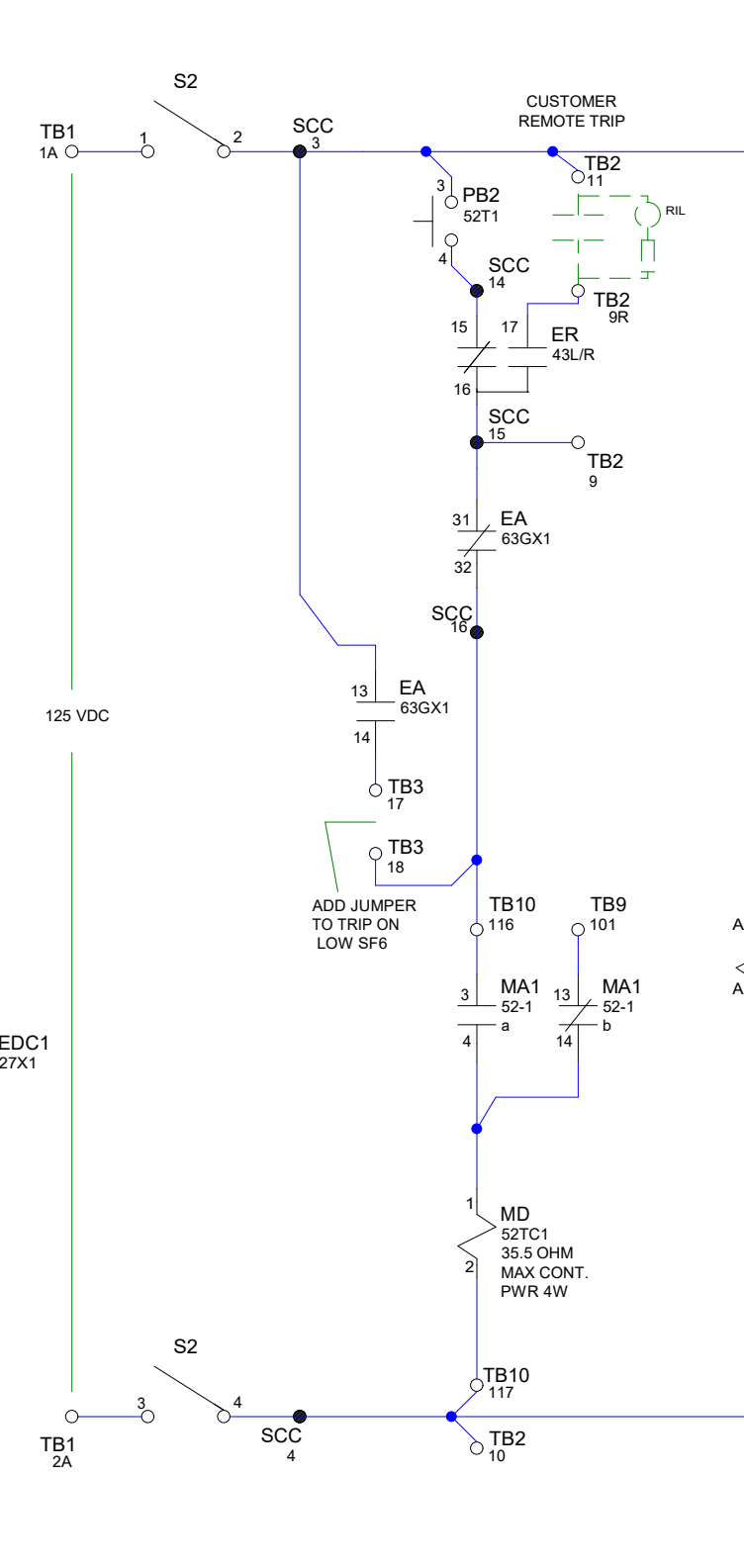
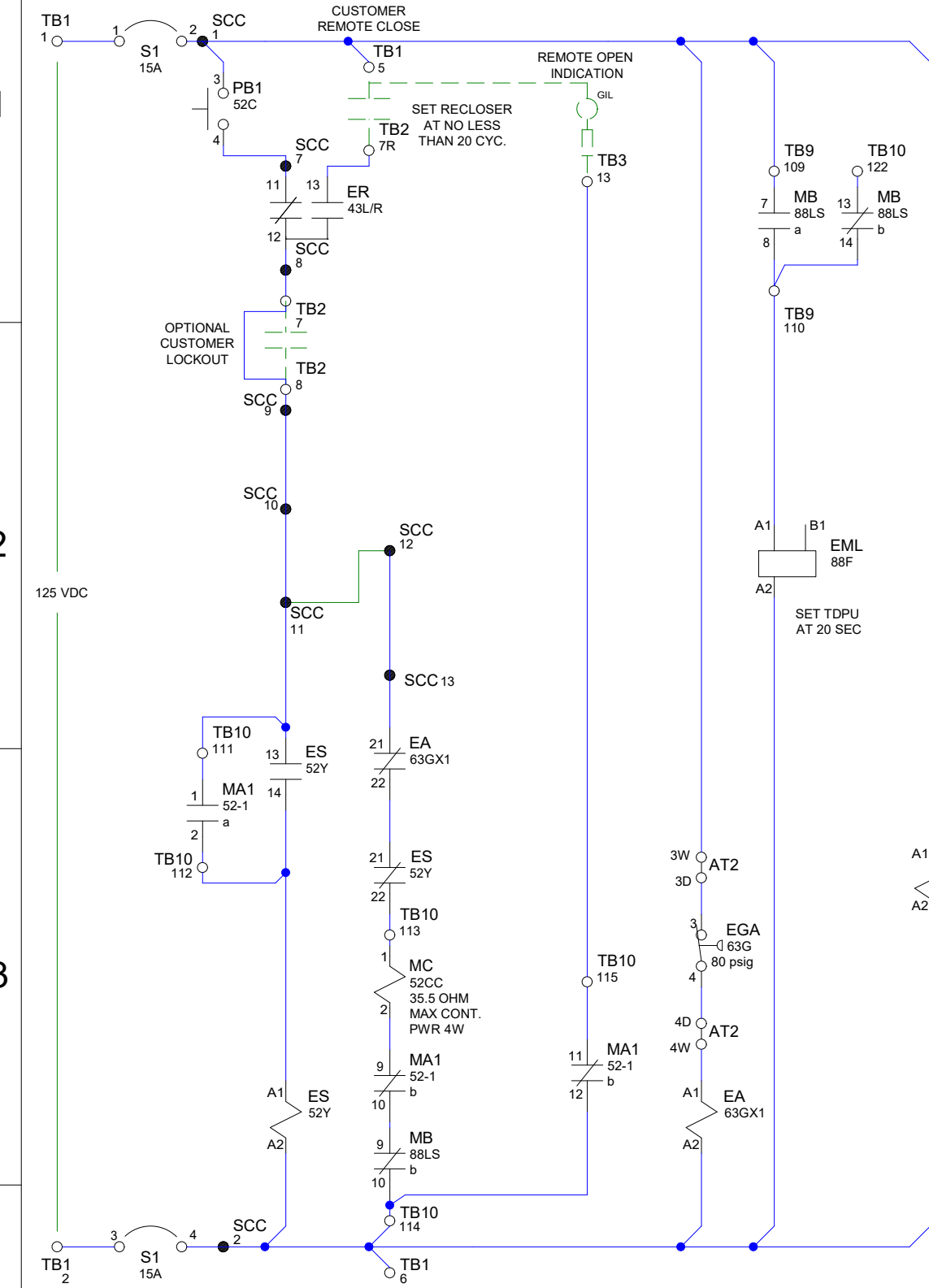
2

3

3

4

4



- NOTES:
- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
 - 2) BREAKER SHOWN IN OPEN POSITION
 - 3) SF6 SHOWN AT ZERO PRESSURE
 - 4) CLOSING SPRING SHOWN IN CHARGED POSITION
 - 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
 - 6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
DC CONTROL SCHEMATIC			W. Holt	A. Lisitsa	02/21/2022
			DRAWN	CHECKED	DATE



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E359556010

SHT 2 OF 13

A

B

C

D

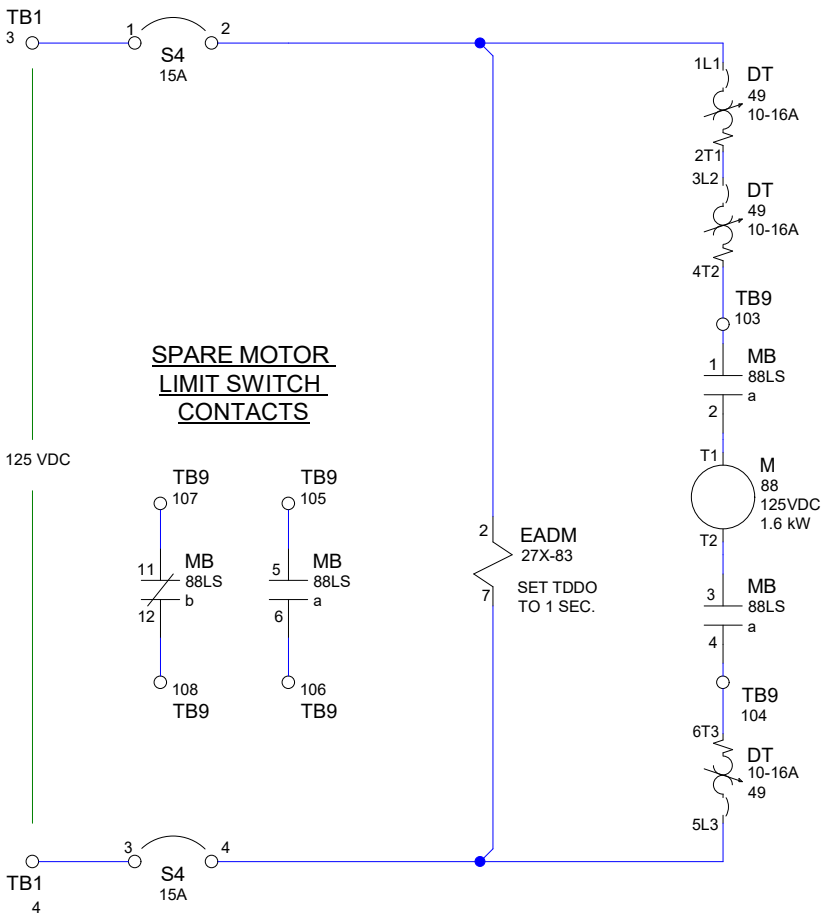
A

B

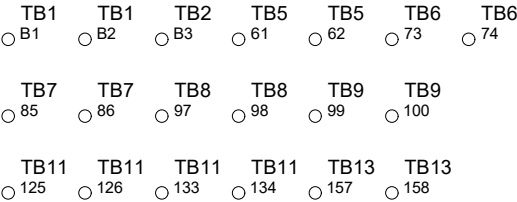
C

D

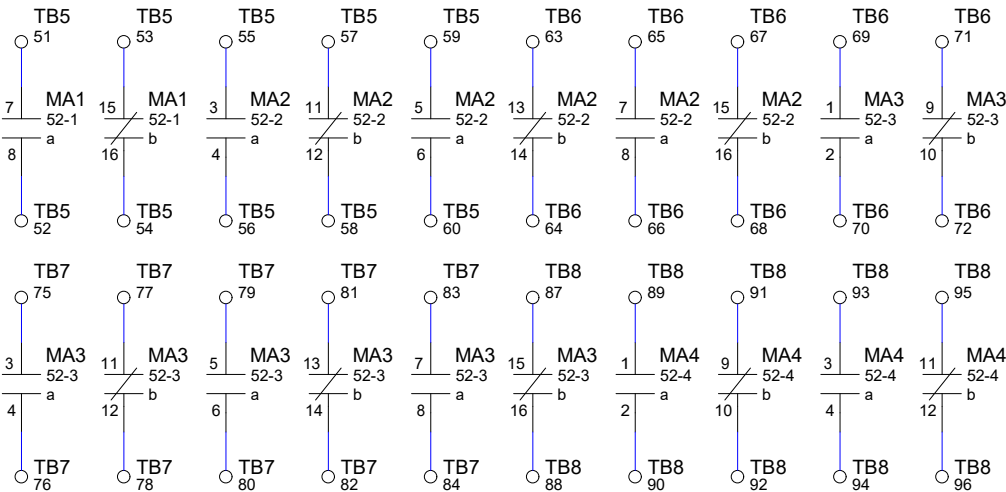
MOTOR CIRCUIT



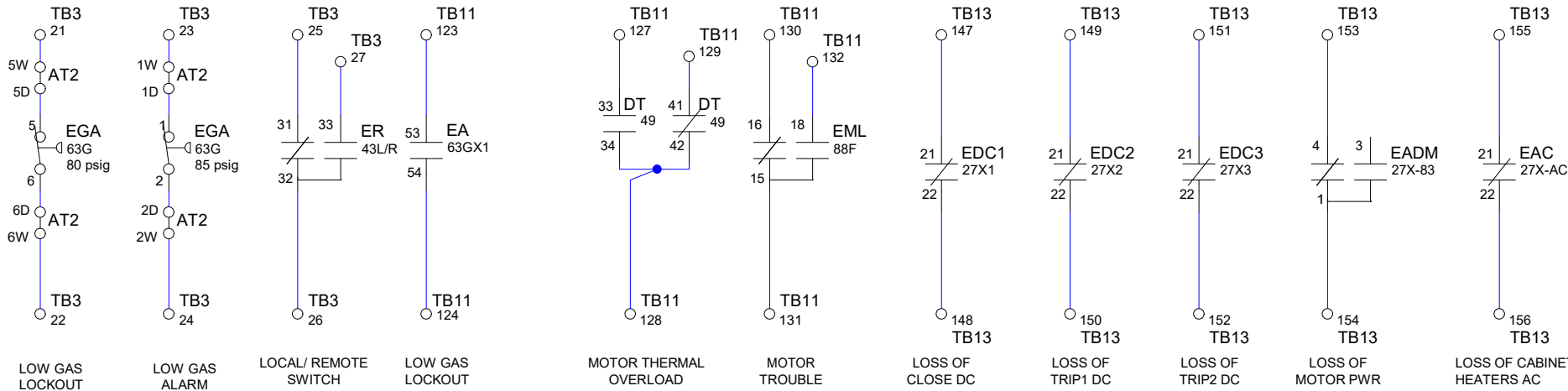
SPARE TERMINAL BLOCKS FOR CUSTOMER USE



SPARE AUXILIARY SWITCHES FOR CUSTOMER USE



CUSTOMER ALARMS



- NOTES:
- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
 - 2) BREAKER SHOWN IN OPEN POSITION
 - 3) SF6 SHOWN AT ZERO PRESSURE
 - 4) CLOSING SPRING SHOWN IN CHARGED POSITION
 - 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
 - 6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001					MATERIAL ID: CCDT1-170FK-F1-001	
CUSTOMER EQ. No.:					ORDER No. 359556	
 Grid Solutions One Power Lane Charleroi, PA 15022					DRAWING No.: E359556010	
					SHT 3 OF 13	

MOTOR CIRCUIT AND ALARMS

A

B

C

D

A

B

C

D

1

1

2

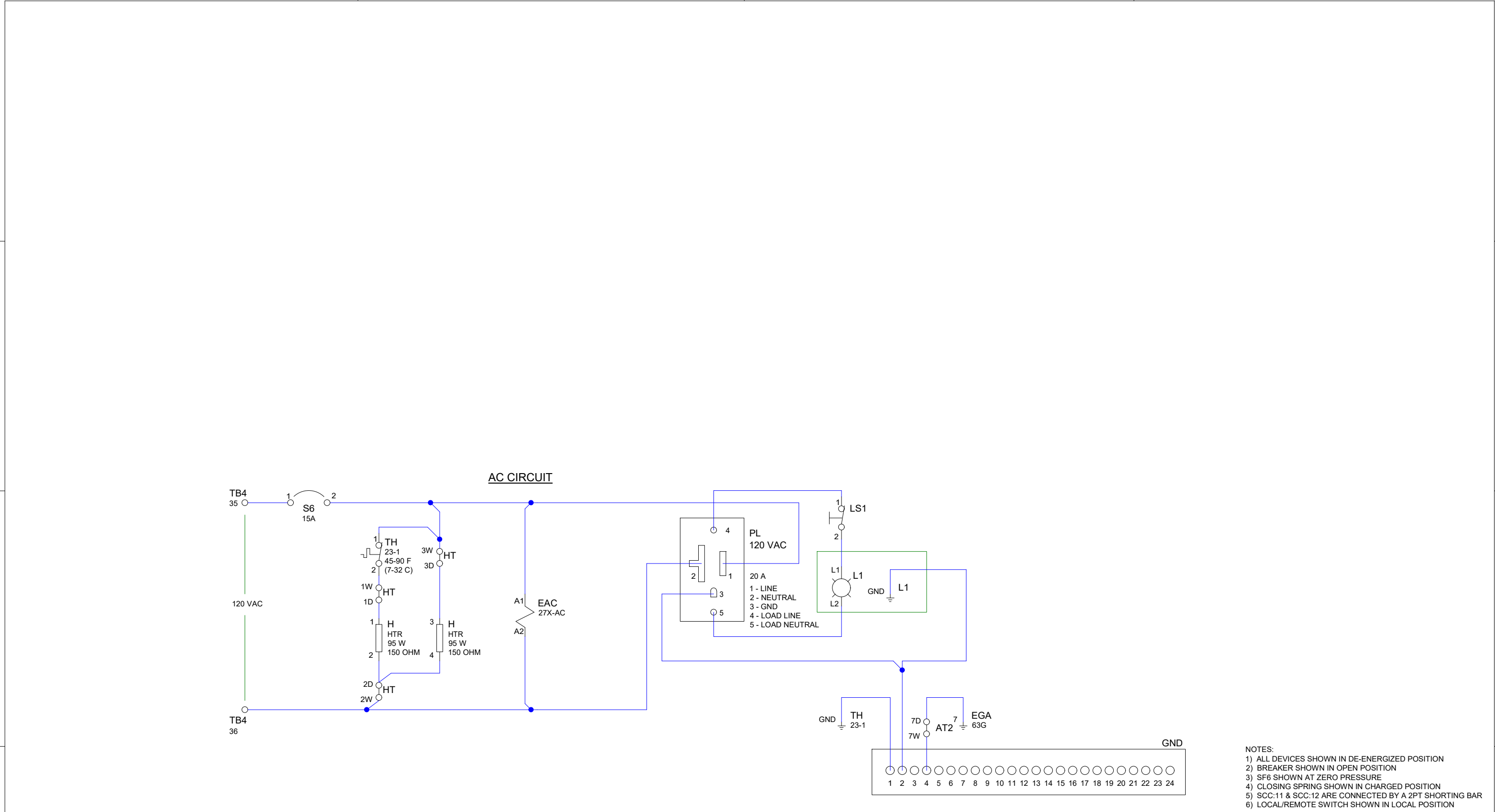
2

3

3

4

4



- NOTES:
- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
 - 2) BREAKER SHOWN IN OPEN POSITION
 - 3) SF6 SHOWN AT ZERO PRESSURE
 - 4) CLOSING SPRING SHOWN IN CHARGED POSITION
 - 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
 - 6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
			W. Holt	A. Lisitsa	02/21/2022
			DRAWN	CHECKED	DATE

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID: CCDT1-170FK-F1-001	
		ORDER No. 359556	
		SHT 4 OF 13	
AC SCHEMATIC		 Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E359556010

NOTES:

- 1) DC WIRING TO BE 14GA GRAY SIS VW1
- 2) AC WIRING TO BE 12GA GRAY SIS VW1
- 3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
- 4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
- 5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
- 6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

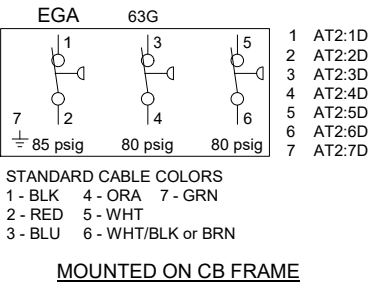
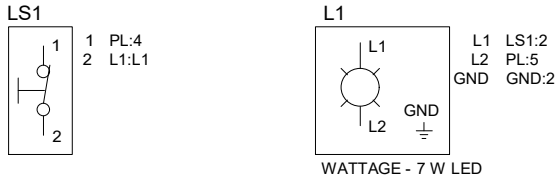
D

A

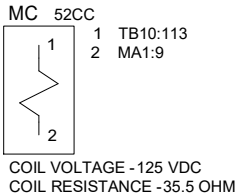
B

C

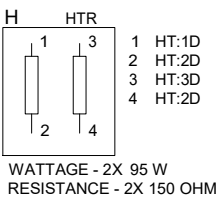
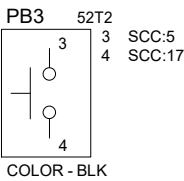
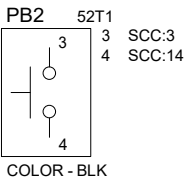
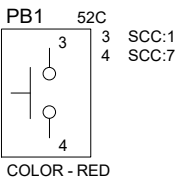
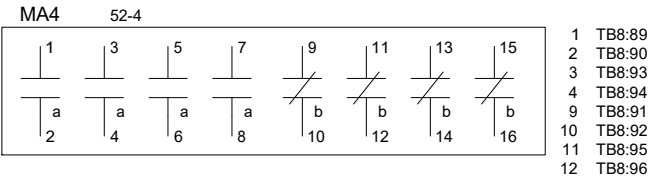
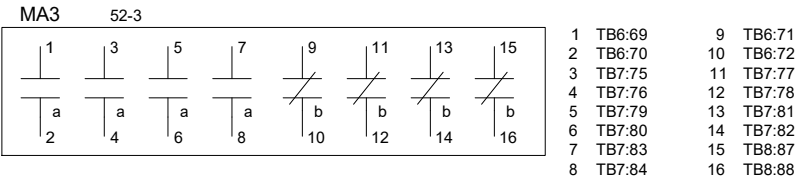
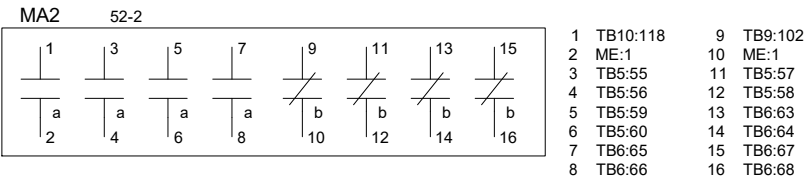
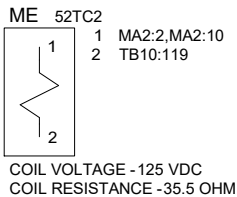
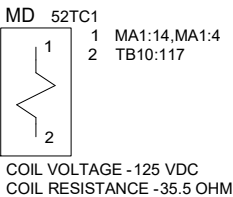
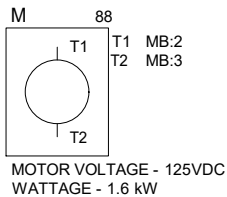
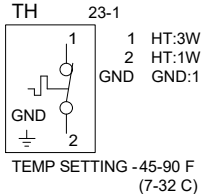
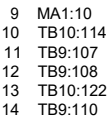
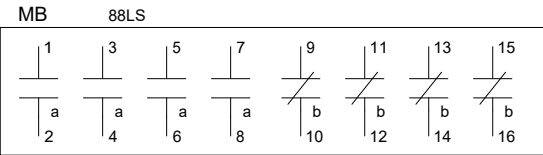
D



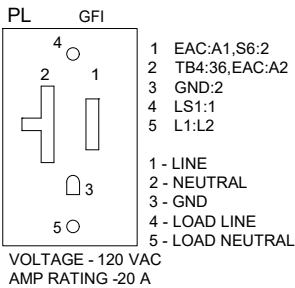
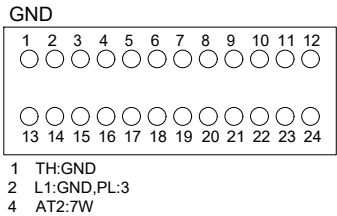
MECHANISM WIRING



DECK	CONTACTS FRONT END	SWITCH POSITION	
		LOCAL	REMOTE
1	12°	X	
	16°		X
2	22°	X	
	26°		X
3	32°	X	
	36°		X



HT			
H:1	1D	1W	TH:2
H:4,H:2	2D	2W	TB4:36
H:3	3D	3W	S6:2,TH:1
	4D	4W	
	5D	5W	
	6D	6W	



- NOTES:
- 1) DC WIRING TO BE 14GA GRAY SIS VW1
 - 2) AC WIRING TO BE 12GA GRAY SIS VW1
 - 3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
 - 4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
 - 5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
 - 6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 22200757
SUBSTATION: SUBSTATION E
SERIAL No.: 3595560010001

MATERIAL ID:
CCDT1-170FK-F1-001

ORDER No.
359556

MECHANISM AND CONTROL STATION WIRING DIAGRAM

W. Holt
A. Lisitsa
DRAWN
CHECKED
DATE



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E359556010

SHT 6 OF 13

A

B

92

C

D

1

2

3

4

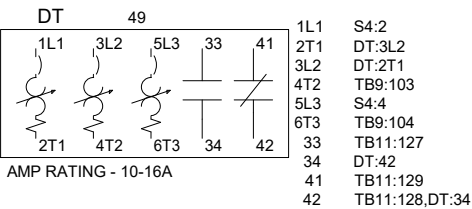
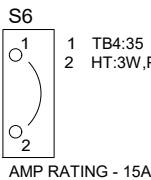
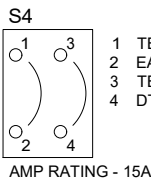
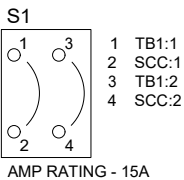
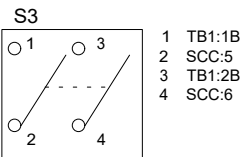
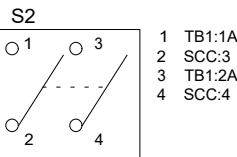
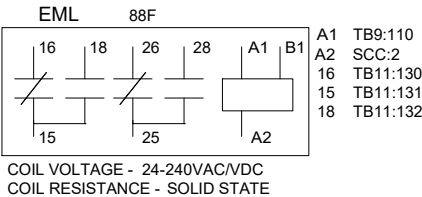
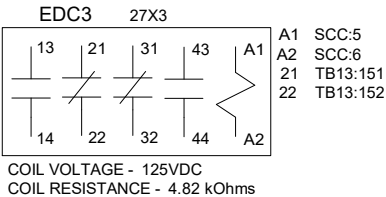
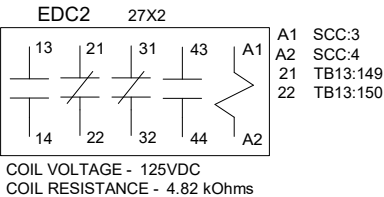
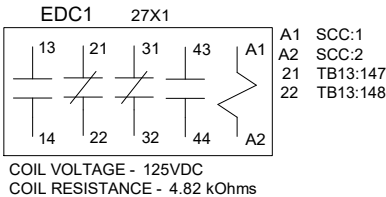
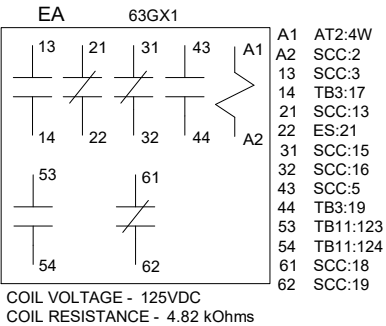
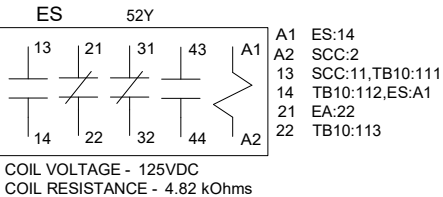
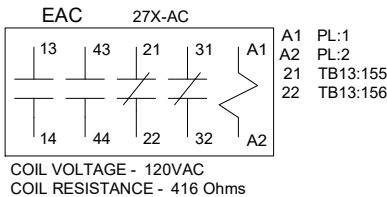
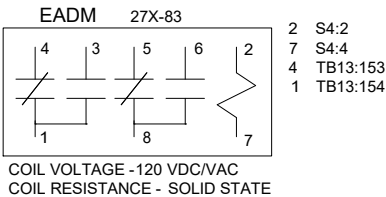
1

2

3

4

SCC	1	PB1:3,AT2:3W,EDC1:A1,TB9:109,TB1:5,S1:2
	2	EDC1:A2,TB10:114,TB1:6,EA:A2,EML:A2,ES:A2,S1:4
	3	EA:13,PB2:3,EDC2:A1,TB2:11,S2:2
	4	TB10:117,TB2:10,EDC2:A2,S2:4
	5	EA:43,PB3:3,EDC3:A1,TB2:11A,S3:2
	6	TB2:10A,TB10:119,EDC3:A2,S3:4
	7	ER:11,PB1:4
	8	TB2:7,ER:12
	9	SCC:10,TB2:8
	10	SCC:11,SCC:9
	11	ES:13,SCC:10
	12	SCC:13
	13	EA:21,SCC:12
	14	PB2:4,ER:15
	15	TB2:9,ER:16,EA:31
	16	EA:32,TB3:18,TB10:116
	17	PB3:4,ER:21
	18	EA:61,TB2:9A,ER:22
	19	TB3:20,TB10:118,EA:62



AT2			
TB3:23	1W	1D	EGA:1
TB3:24	2W	2D	EGA:2
SCC:1	3W	3D	EGA:3
EA:A1	4W	4D	EGA:4
TB3:21	5W	5D	EGA:5
TB3:22	6W	6D	EGA:6
GND:4	7W	7D	EGA:7

- NOTES:
- 1) DC WIRING TO BE 14GA GRAY SIS VW1
 - 2) AC WIRING TO BE 12GA GRAY SIS VW1
 - 3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
 - 4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
 - 5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
 - 6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

						CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID: CCDT1-170FK-F1-001
								ORDER No. 359556
1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022			
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE	CUSTOMER EQ. No.:		
RELAY PANEL WIRING DIAGRAM			W. Holt	A. Lisitsa	02/21/2022		Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E359556010
			DRAWN	CHECKED	DATE			

A

B

93

C

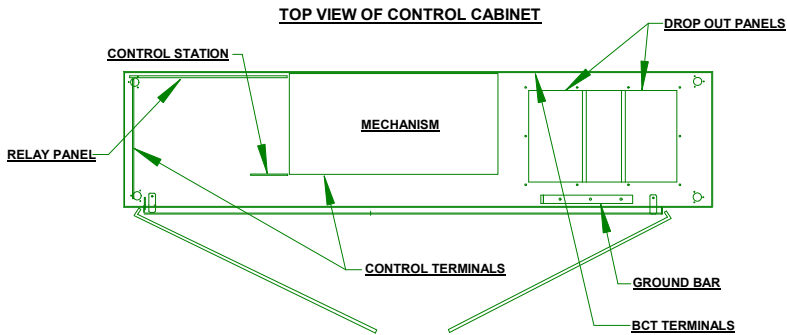
D

A

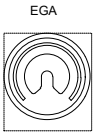
B

C

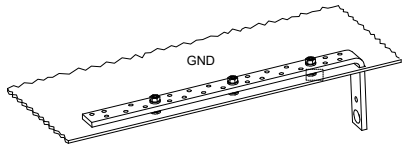
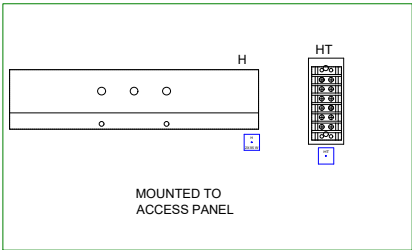
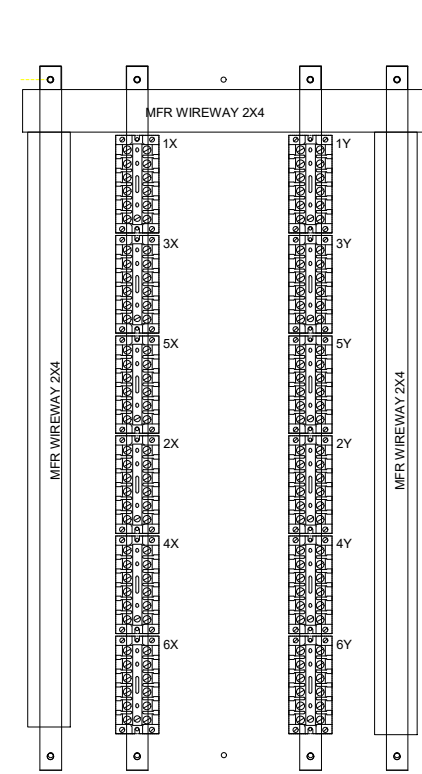
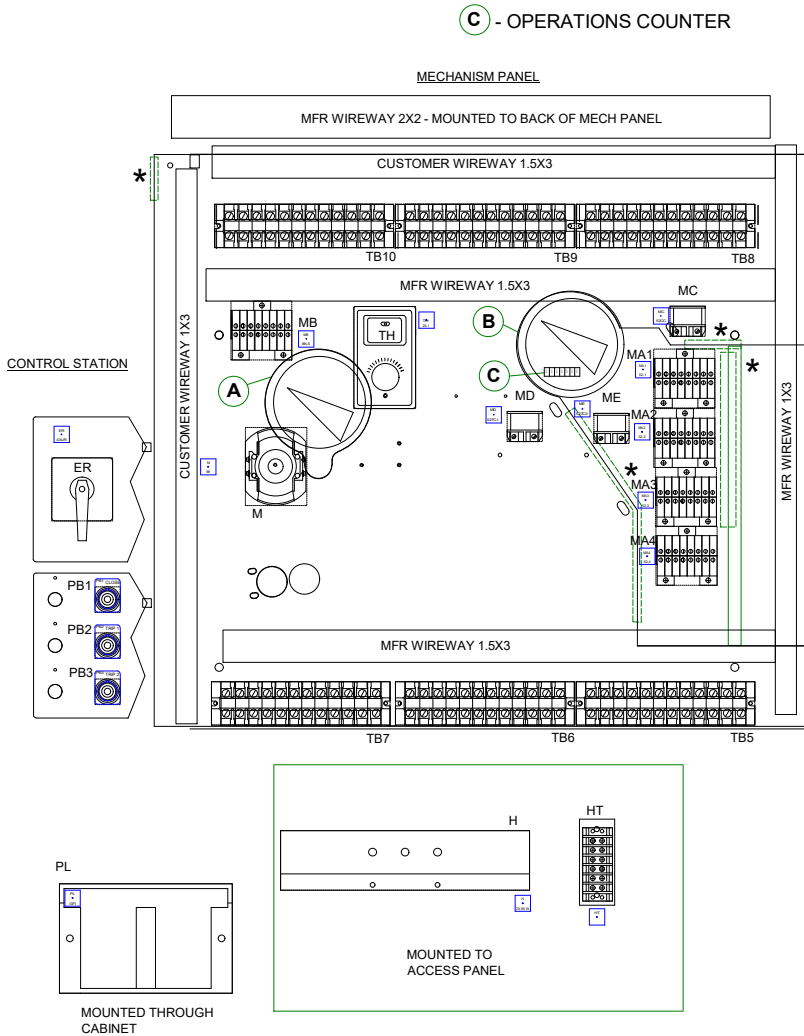
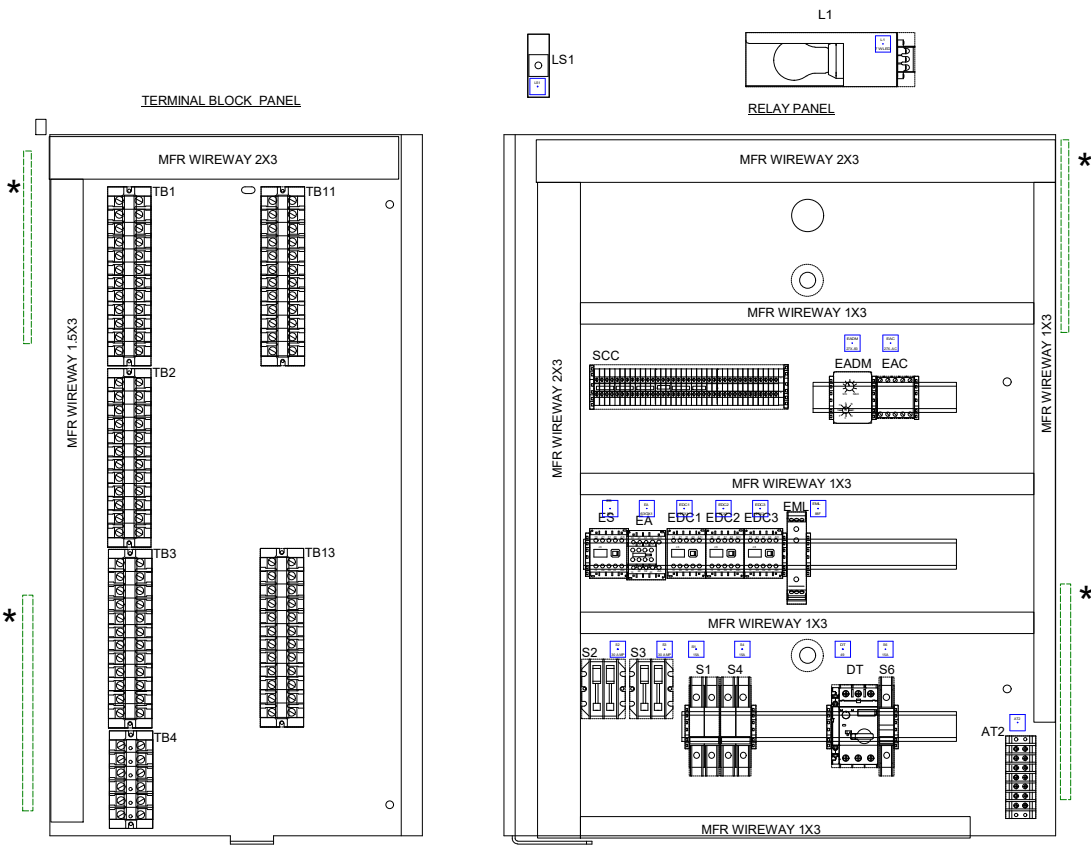
D



MANUFACTURING NOTES:
1) DEVICES TO BE MARKED WITH ENGRAVED PLASTIC TAGS.
2) DIN RAIL TO BE PER SPEC 1_415_881.
3) POSITION INDICATOR TAGS ATTACHED WITH STAINLESS STEEL SCREWS.
4) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR.
5) MECHANISM OPERATION COUNTER TO INCREMENT ON CB OPENING.



- A - CHARGE / DISCHARGE INDICATOR
- B - OPEN / CLOSE INDICATOR
- C - OPERATIONS COUNTER



4

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022
			W. Holt	A. Lisitsa	02/21/2022
			DRAWN	CHECKED	DATE

COMPONENT LAYOUT

A

B

94

C

D

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 22200757
SUBSTATION: SUBSTATION E
SERIAL No.: 3595560010001

CUSTOMER EQ. No.:



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E359556010

MATERIAL ID:
CCDT1-170FK-F1-001

ORDER No.
359556

SHT 8 OF 13

4

A				B			C			D		
1										1		
	ITEM	QTY	SAP #	MFR #	MFR	DESCRIPTION	DEVICE ID					
	001	002	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB11, TB13					
	002	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB1, TB2, TB3					
	003	001	CC410504-019	EB25B06	GENERAL ELECTRIC	TERMINAL BLOCK 6PT	TB4					
	004	012	CC410504-003	EB27B06S	GENERAL ELECTRIC	TERMINAL BLOCK 6PT, SHORTING	2Y, 3X, 3Y, 4X, 4Y, 5X, 5Y, 6X, 6Y, 1X, 1Y, 2X					
	005	001	CC410629-011	24203D 10D2L24A	ELECTROSWITCH	CONTROL SWITCH, LOCAL/REMOTE 3 STAGE	ER					
	006	001	CC410632-019	1-410-632-P19	GRID SOLUTIONS	CABINET LIGHT	L1					
	007	001	CC417123-001	E69-30A	CHERRY	DOOR SWITCH, 10A, 125/250VAC	LS1					
	008	001	CC410634-009	TSA901	ELECTROMODE	ADJUSTABLE THERMOSTAT 45-90F (7-32C)	TH					
2	009	002	CC410635-009	202-AW	STATES	KNIFE SWITCH 2 POLE	S2, S3					
	010	001	CC410640-101	TP7018	THEPITT	RECEPTACLE, ENCLOSURE	TH					
	011	001	CC410640-019	IH3-1	THOMAS & BETTS / RED DOT	RECEPTACLE, ENCLOSURE	PL					
	012	001	CC410640-031	BWFFG-1BCV	HUBBELL	RECEPTACLE, WEATHERPROOF COVER	PL					
	013	001	CC410640-005	GF5352A	HUBBELL	RECEPTACLE, GFI, 120VAC, 20A, NEMA 5-20R	PL					
	014	010	CC410641-073	CLIPFIX35-5	PHOENIX	END CLAMP	END10, END33, END34, END35, END36, END37, END38					
	000	000					END39, END40, END41					
	015	001	CC410749-206	CS8-22Z-120	SPRECHER + SCHUH	CONTROL RELAY 2NO 2NC (120 VAC)	EAC					
	016	001	CC410749-091	PF083A	UNIVERSAL ELECTRONIC	RELAY SOCKET, 8 PIN, FOR USE WITH CLIP	EADM					
	017	002	CC410749-093	100054275	DIVERSIFIED	RETAINER CLIP FOR P91 BASE, BASE TYPE	EADM, EADM					
3	018	001	CC413999-004	CIR409NYXX 120VAC	CHROMALOX	ANTICONDENSATION HEATER ASSY 120VAC	H					
	019	001	CC416206-004	1-416-206-P4	GRID SOLUTIONS	TERMINAL BLOCK COVER AUX 6PT	8					
	020	001	CC416868-001	1-416-868-P1	GRID SOLUTIONS	PUSH BUTTON / IND LITE BRACKET	17					
	021	001	CC416868-002	1-416-868-P2	GRID SOLUTIONS	CONTROL SWITCH BRACKET	18					
	022	001	CC417056-001	1-417-056-P1	GRID SOLUTIONS	SWITCH BRACKET	LS1					
	023	001	CC417294-006	1-417-294-G6	GRID SOLUTIONS	SPRING CHARGE MOTOR FOR FK3-1/131 MECHANISM	M					
	024	001	CC990024-008	2-990-024-P8	WIKA	DENSITY MONITOR (98.6,85,80) PSIG-BAR SCALE - PURE SF6	EGA					
	025	001	CC990035-001	2-990-035-P1	GRID SOLUTIONS	MECHANISM PANEL	PAN11					
	026	001	CC990156-003	2-990-156-P3	GRID SOLUTIONS	DT72.5 RELAY PANEL, VERSION 3	PAN17					
	027	004	CC991268-001	2-991-268-P1	GRID SOLUTIONS	6PT TB MOUNTING STRIP-NEW	PAN12, PAN13, PAN14, PAN15					
4	028	001	CC410748-001	TB206	BUSSMANN	AUX. TERMINAL BLOCK, 6 PT	HT					
	029	001	CC410748-003	TB207	BUSSMANN	AUX. TERMINAL BLOCK, 7 PT	AT2					
	030	001	CC410749-401BR	300-C16N22ZD	C3CONTROLS	CONTROL RELAY 3NO 3NC (125 VDC)	EA					
	031	004	CC410749-401BR	300-C16N22ZD	C3CONTROLS	CONTROL RELAY 2NO 2NC (125 VDC)	EDC1, EDC2, EDC3, ES					
	032	001	CC410749-422	300-CFA11	C3CONTROLS	AUXILIARY CONTACT 1NO 1NC	EA					
	033	001	CC411123-011	TR-60622-E-480	MACROMATIC	TIME DELAY RELAY 2 FORM "C" / 120 VDC/VAC	EADM					
	034	002	CC412198-060	2907594	PHOENIX CONTACT	MINIATURE CIRCUIT BREAKER, 2 POLE 15A	S1, S4					
	035	001	CC412198-063	2907571	PHOENIX CONTACT	MINIATURE CIRCUIT BREAKER, 1 POLE 15A	S6					
	036	003	CC413166-023	WNO SER B	C3CONTROLS	PUSH BUTTON NO CONTACT, SER B	PB2, PB3, PB1					
	037	002	CC413166-025	W22PB-FK SER B	C3CONTROLS	PUSH BUTTON, BLK, 1NO	PB2, PB3					
5	038	001	CC413166-026	W22PB-FR SER B	C3CONTROLS	PUSH BUTTON, RED, 1NO	PB1					
	039	001	CC413652-201	ETD-SL-1T-DTF	PHOENIX CONTACT	TIME DELAY RELAY, 2 FORM "C", 24-240VAC/VDC	EML					
	040	001	CC417125-005	BPA15/CL/DM/500/LED	FEIT ELECTRIC	LIGHT BULB 7W/120VAC, LED, CUL	L1					
	041	001	CC966188-202	330-T25S2U16	C3CONTROLS	MOTOR CIRCUIT CONTROLLER, 10-16A	DT					
	042	001	CC966188-204	330-SA11S25	C3CONTROLS	AUX CONTACT FOR MOTOR CIRCUIT CONTROLLER	DT					
	043	001		GROUND_BAR	GRID SOLUTIONS	GROUND BAR, 24PT	GND					
	044	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB5, TB6, TB7					
	045	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB10, TB8, TB9					
	046	003	CC49.102.110-20	49.102.110-20	GRID SOLUTIONS	COIL (125 VDC)	MC, MD, ME					
	047	005	CC49.105.100-01	49.105.100-01	GRID SOLUTIONS	AUXILIARY SWITCH FK3-X	MA1, MA2, MA3, MA4, MB					
6	048	001	CC417925-002	1-417-925-G2	GRID SOLUTIONS	STANDARD CIRCUIT CONNECTOR	SCC					
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
32												
33												
34												
35												
36												
37												
38												
39												
40												
41												
42												
43												
44												
45												
46												
47												
48												
49												
50												
51												
52												
53												
54												
55												
56												
57												
58												
59												
60												
61												
62												
63												
64												
65												
66												
67												
68												
69												
70												
71												
72												
73												
74												
75												
76												
77												
78												
79												
80												
81												
82												
83												
84												
85												
86												
87												
88												
89												
90												
91												
92												
93												
94												
95												
96												
97												
98												
99												
100												
101							</					

A

B

C

D

BCT WIRING

1X			1Y		
1X-X1	1X1			1Y1	1Y-X1
1X-X2	1X2			1Y2	1Y-X2
1X-X3	1X3			1Y3	1Y-X3
1X-X4	1X4			1Y4	1Y-X4
1X-X5	1X5			1Y5	1Y-X5
GND	GND			GND	GND

3X			3Y		
3X-X1	3X1			3Y1	3Y-X1
3X-X2	3X2			3Y2	3Y-X2
3X-X3	3X3			3Y3	3Y-X3
3X-X4	3X4			3Y4	3Y-X4
3X-X5	3X5			3Y5	3Y-X5
GND	GND			GND	GND

5X			5Y		
5X-X1	5X1			5Y1	5Y-X1
5X-X2	5X2			5Y2	5Y-X2
5X-X3	5X3			5Y3	5Y-X3
5X-X4	5X4			5Y4	5Y-X4
5X-X5	5X5			5Y5	5Y-X5
GND	GND			GND	GND

2X			2Y		
2X-X1	2X1			2Y1	2Y-X1
2X-X2	2X2			2Y2	2Y-X2
2X-X3	2X3			2Y3	2Y-X3
2X-X4	2X4			2Y4	2Y-X4
2X-X5	2X5			2Y5	2Y-X5
GND	GND			GND	GND

4X			4Y		
4X-X1	4X1			4Y1	4Y-X1
4X-X2	4X2			4Y2	4Y-X2
4X-X3	4X3			4Y3	4Y-X3
4X-X4	4X4			4Y4	4Y-X4
4X-X5	4X5			4Y5	4Y-X5
GND	GND			GND	GND

6X			6Y		
6X-X1	6X1			6Y1	6Y-X1
6X-X2	6X2			6Y2	6Y-X2
6X-X3	6X3			6Y3	6Y-X3
6X-X4	6X4			6Y4	6Y-X4
6X-X5	6X5			6Y5	6Y-X5
GND	GND			GND	GND

CT WIRING NOTES:
1) LEADS TO BE TERMINATED WITH INSULATED TYPE LUGS.
2) ALL CT LEADS ARE TO BE SHORTED BEFORE SHIPMENT. IF TERMINAL BLOCKS ARE NOT EQUIPPED WITH INTEGRATED SHORTING BARS - SHORTING TO BE ACCOMPLISHED WITH 10GA GRAY SIS VW1 WIRE JUMPERS. WHT-BLK-GND.
(IF LEADS ARE NOT COLOR CODED SHORT THE FIRST LEAD-THE LAST LEAD-GROUND)
3) ALL BCT LEADS ARE 10GA WIRE.
4) ALL GROUND WIRES ARE 10GA GREEN SIS WIRE.

BCT NAMEPLATE

56

34

12

CT MFR: GENERAL ELECTRIC

BUSHING	1	2	3	4	5	6
UPPER	X	X	X	X	X	X
LOWER	Y	Y	Y	Y	Y	Y

X1 X2 X3 X4 X5

RATIO: 1200:5MR
ACCURACY: C800@1200:5
FREQUENCY: 60Hz
RATING FACTOR: 2.0
ID #: CC417048-10015G
POSITION: 1X ~ 6X, 1Y ~ 6Y

X2-X3	100:5
X1-X2	200:5
X1-X3	300:5
X4-X5	400:5
X3-X4	500:5
X2-X4	600:5
X1-X4	800:5
X3-X5	900:5
X2-X5	1000:5
X1-X5	1200:5

BCT NAMEPLATE NOTES:
1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM
2) NAMEPLATE LOCATION: INTERNAL
3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING 1_416_218_P3/4.
4) NAMEPLATE IS TO BE ATTACHED WITH ALUMINUM RIVETS.

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 22200757
SUBSTATION: SUBSTATION E
SERIAL No.: 3595560010001

MATERIAL ID:
CCDT1-170FK-F1-001

ORDER No.
359556

CUSTOMER EQ. No.:



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E359556010

SHT 10 OF 13

BCT WIRING DIAGRAM & NAMEPLATE

A

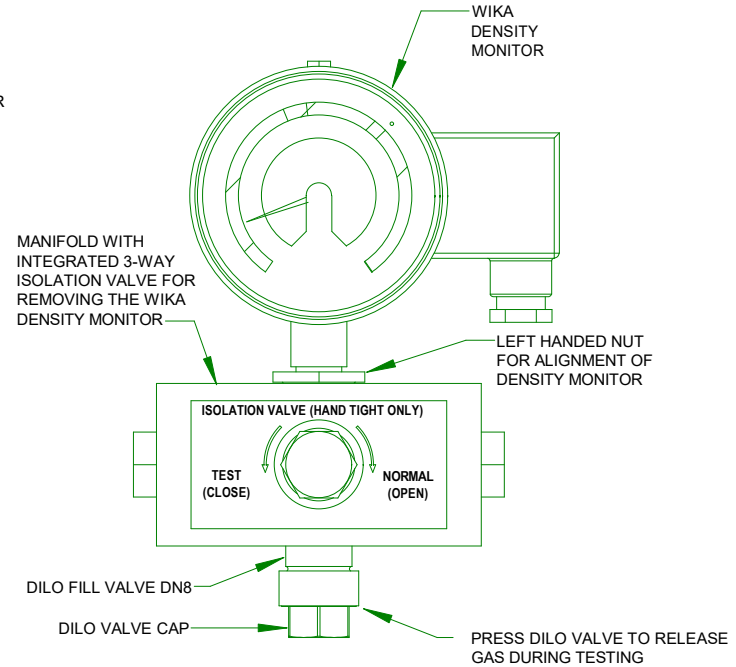
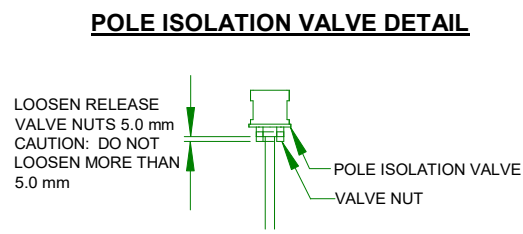
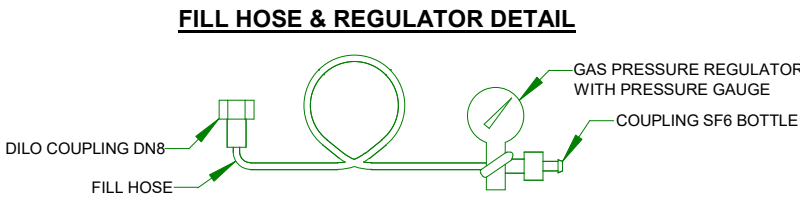
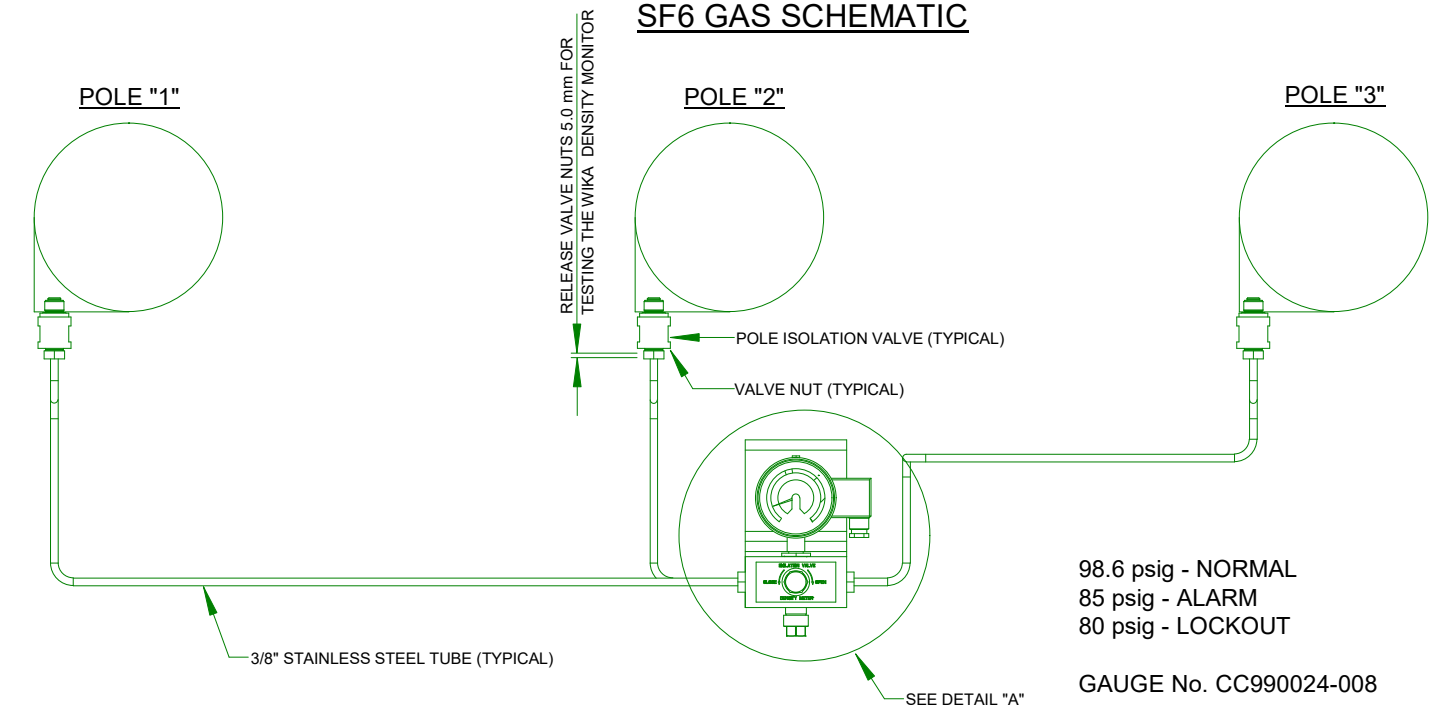
B

96

C

D

SF6 GAS SCHEMATIC



- NOTES:
- 1) ALL TUBING IS 3/8" STAINLESS.
 - 2) GAS SAMPLING CAN BE DONE THROUGH FILL VALVE.
 - 3) POLE ISOLATION VALVES USED TO ISOLATE TANK FROM GAS PIPING.
 - 4) PRESSURE SWITCHES ARE LOCATED INSIDE THE DENSITY GAUGE HOUSING

RATINGS NAMEPLATE

	TYPE: DT1-170FK-40-F1	CUSTOMER P.O.: 22200757
	SERIAL NUMBER:	ORDER NUMBER: 359556
	MANUFACTURE DATE:	PARTS LIST No.: 359556-010
		WIRING DIAGRAM: E359556010
		INSTRUCTION BOOK No.: IB-DT12FK
RATED MAXIMUM VOLTAGE 170 kV	RATED INTERRUPTING TIME 3.0 CYCLES	SF6 PRESSURE (@ 20° C / 68° F) RELATIVE PRESSURE
RATED VOLTAGE RANGE FACTOR (K) 1.0	RATED SHORT CIRCUIT CURRENT -TERMINAL FAULT 40 kA	-NORMAL OPERATING PRESSURE 98.6 psig
RATED FREQUENCY 60 Hz	-90% SLF WITH 0nFL_g CAPACITANCE (WITHIN 100m) 40 kA	-LOW PRESSURE ALARM 85 psig
DUTY CYCLE O-0.3s-CO-15s-CO	-FIRST-POLE-TO-CLEAR FACTOR 1.3	-MINIMUM PRESSURE 80 psig
RATED CONTINUOUS CURRENT 1200 A	TEMPERATURE RANGE -30° C to +50° C	WEIGHT OF GAS 76 lbs
CAPACITANCE CURRENT SWITCHING -VOLTAGE FACTOR 1.2 -LINE CHARGING 160 A -ISOLATED BANK 400 A -BACK-TO-BACK 400 A -INRUSH PEAK 20 kA -INRUSH FREQUENCY 4250 Hz	SHORT CIRCUIT CURRENT WITHSTAND DURATION 3s	TOTAL WEIGHT 5,065 lbs
	% DC COMPONENT 51%	MECHANISM TYPE FK3-1/131 SPRING
OUT-OF-PHASE SWITCHING 10 kA	FULL WAVE IMPULSE WITHSTAND 750 kV	CONTROL VOLTAGE -CLOSING 125VDC, 3.5A -TRIPPING (EACH) 125VDC, 3.5A -MOTOR 125VDC, 1.6kW -SPACE HEATER 120VAC, 190W
	SWITCHING IMPULSE WITHSTAND -TERMINAL-TO-GROUND N/A -TERMINAL-TO-TERMINAL N/A	
ONE POWER LANE CHARLEROI, PA 15022		DESIGNED AND MANUFACTURED IN USA

- RATINGS NAMEPLATE NOTES:
- 1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM
 - 2) NAMEPLATE LOCATION: EXTERNAL
 - 3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING 1_416_218_P1/P2
 - 4) MANUFACTURE DATE AND SERIAL NUMBER ARE TO BE FILLED IN BY NAMEPLATE VENDOR PRIOR TO ENGRAVING
 - 5) NAMEPLATE IS TO BE ATTACHED WITH ALUMINUM RIVETS.

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001					MATERIAL ID: CCDT1-170FK-F1-001	
CUSTOMER EQ. No.:					ORDER No. 359556	
		Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E359556010		SHT 11 OF 13	

A

B

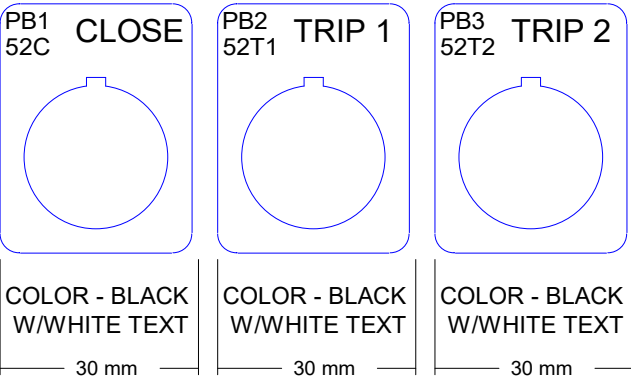
C

D

DEVICE TAGS

AT2 •	EA • 63GX1	DT • 49	ES • 52Y	H • 2X 95 W	HT •	L1 • 7 W LED
LS1 •	M • 88	MA1 • 52-1	MA2 • 52-2	MA3 • 52-3	MA4 • 52-4	MB • 88LS
MC • 52CC	MD • 52TC1	ME • 52TC2	PL • GFI	S1 • 15A	S2 • 30 AMP	S3 • 30 AMP
S4 • 15A	S6 • 15A	TH • 23-1	EML • 88F	ER • 43L/R	EADM • 27X-83	EDC1 • 27X1
EDC2 • 27X2	EDC3 • 27X3	EAC • 27X-AC				

DEVICE TAG NOTES:
1) TAG MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS
2) TAG DIMENSIONS AS PER FABRICATION
DRAWING 1_417_376_P1.



TERMINAL BLOCK MARKER STRIPS

TB1 1 ○	TB2 7 ○	TB3 13 ○	TB5 51 ○	TB6 63 ○	TB7 75 ○	TB8 87 ○	TB9 99 ○	TB10 111 ○	TB11 123 ○	TB13 147 ○
2	7R	17	52	64	76	88	100	112	124	148
1A	8	18	53	65	77	89	101	113	125	149
2A	9	19	54	66	78	90	102	114	126	150
1B	9R	20	55	67	79	91	103	115	127	151
2B	9A	21	56	68	80	92	104	116	128	152
3	9AR	22	57	69	81	93	105	117	129	153
4	10	23	58	70	82	94	106	118	130	154
5	10A	24	59	71	83	95	107	119	131	155
6	11	25	60	72	84	96	108	120	132	156
○	○	○	○	○	○	○	○	○	○	
B1 ○	11A	26	61	73	85	97	109	121	133	157
○	○	○	○	○	○	○	○	○	○	
○	○	○	○	○	○	○	○	○	○	
B2	B3	27	62	74	86	98	110	122	134	158
P4	P4	P4	P4	P4	P4	P4	P4	P4	P4	P4

TERMINAL MARKER STRIP NOTES:
1) STRIP MATERIAL: PLASTIC - BLACK WITH WHITE LETTERS
2) STRIP DIMENSIONS AS SHOWN ON FABRICATION
DRAWING 1_417_376_P... (SEE P#S FOR EACH STRIP)

BCT TERMINAL BLOCK MARKER STRIPS

○ 1X 1X1	○ 2X 2X1	○ 3X 3X1	○ 4X 4X1	○ 5X 5X1	○ 6X 6X1
1X2	2X2	3X2	4X2	5X2	6X2
1X3	2X3	3X3	4X3	5X3	6X3
1X4	2X4	3X4	4X4	5X4	6X4
1X5	2X5	3X5	4X5	5X5	6X5
GND	GND	GND	GND	GND	GND
○	○	○	○	○	○
P8	P8	P8	P8	P8	P8
○ 1Y 1Y1	○ 2Y 2Y1	○ 3Y 3Y1	○ 4Y 4Y1	○ 5Y 5Y1	○ 6Y 6Y1
1Y2	2Y2	3Y2	4Y2	5Y2	6Y2
1Y3	2Y3	3Y3	4Y3	5Y3	6Y3
1Y4	2Y4	3Y4	4Y4	5Y4	6Y4
1Y5	2Y5	3Y5	4Y5	5Y5	6Y5
GND	GND	GND	GND	GND	GND
○	○	○	○	○	○
P8	P8	P8	P8	P8	P8

BCT TERMINAL MARKER STRIP NOTES:
1) STRIP MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS
2) STRIP DIMENSIONS AS SHOWN ON FABRICATION
DRAWING 1_417_376_P... (SEE P#S FOR EACH STRIP)

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 22200757
SUBSTATION: SUBSTATION E
SERIAL No.: 3595560010001

MATERIAL ID:
CCDT1-170FK-F1-001

ORDER No.
359556

DEVICE TAGS

W. Holt
DRAWN

A. Lisitsa
CHECKED

02/21/2022
DATE



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E359556010

SHT 12 OF 13

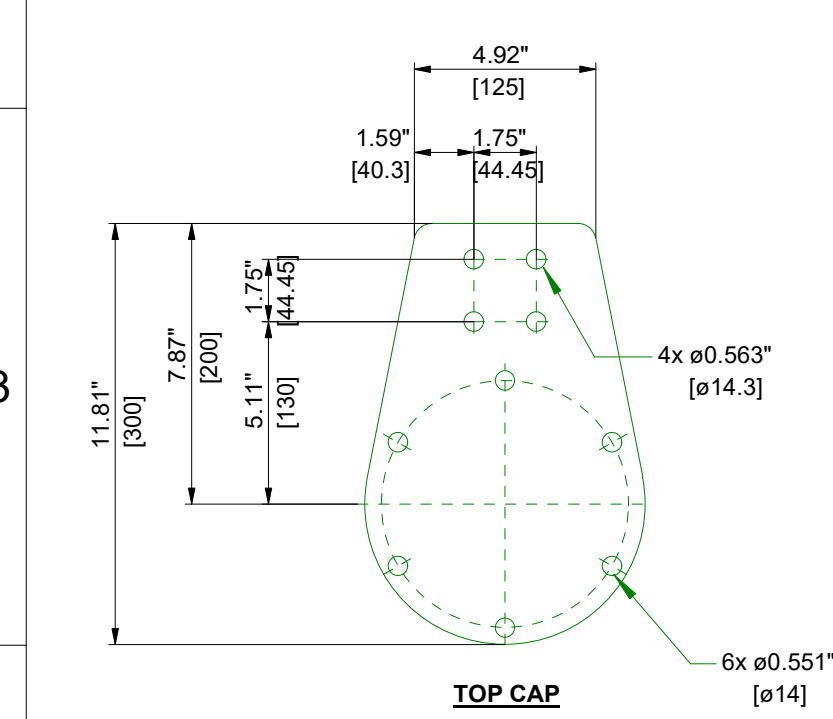
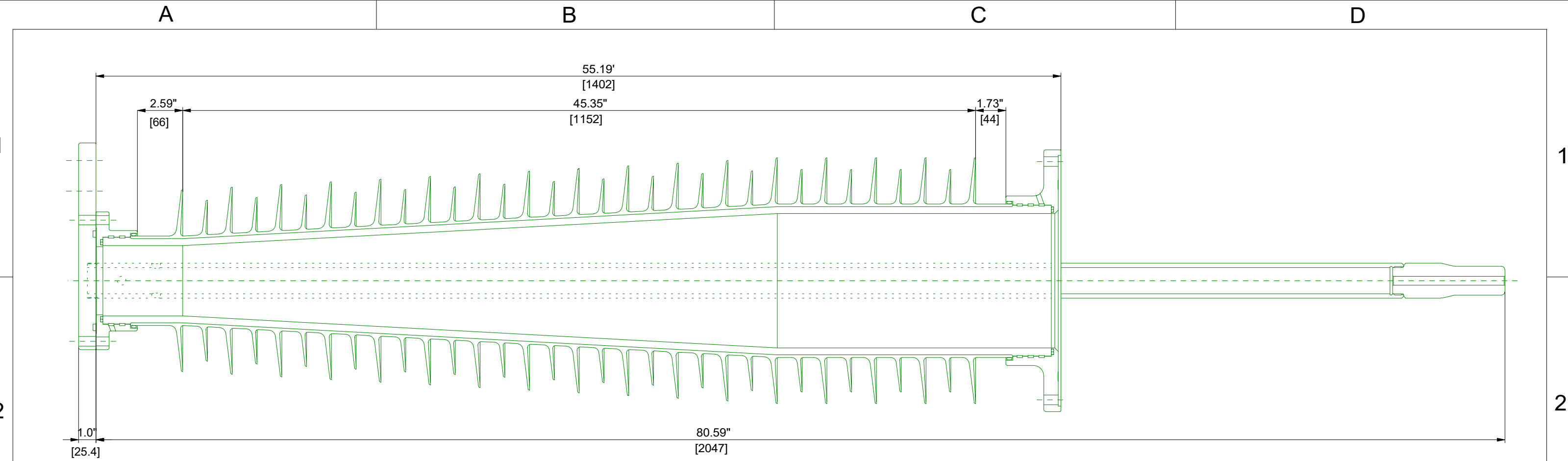
A

B

98

C

D



BUSHING DATA
MATERIAL: COMPOSITE
CREEP DISTANCE, MIN.: 4505 mm / 177.4"
STRIKE DISTANCE, MIN.: 1305 mm / 51.4"
BIL: 750 kV
COLOR: ANSI 70 GRAY
HIGH VOLTAGE CONNECTION: ALUMINUM, TIN PLATED - NEMA 4 - THROUGH HOLE

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001						MATERIAL ID: CCDT1-170FK-F1-001	
1 Replaced control relays due to availability issues REV. DESCRIPTION						ORDER No. 359556	
BUSHING OUTLINE				W. Holt	A. Lisitsa	DRAWING No.: E359556010	
				DRAWN	CHECKED		



Grid Solutions
a GE and Alstom joint venture

CIRCUIT BREAKERS PRODUCT SOLUTIONS

DT1-145 and DT1-170

Dead tank circuit breakers
from 123 kV to 170 kV

Grid Solutions' position as global leader in circuit breaker development comes from the operating experience accumulated from more than 100,000 circuit breakers with spring-spring-operated mechanisms in service worldwide.



CUSTOMER BENEFITS

- SF₆ gas tightness guarantee
- High performance ratings
- Reliability under the most severe conditions
- Flexibility
- Virtually maintenance free
- Easy to install

With Grid Solutions, you are choosing a company that you can trust.

The DT1-145 and the DT1-170 are dead tank circuit breakers suitable for application at 170 kV and below. They are specifically designed and tested for general or definite purpose applications as well as for severe environmental conditions including low temperature, highly active seismic areas and regions with high pollution levels or corrosive atmospheres.

PERFORMANCE

The DT1-145/170 are suitable for application up to nameplate ratings, including definite purpose ratings. Extensive mechanical design testing to 10,000 operations and Class M2 certification ensure trouble-free operation for the lifetime of the circuit breaker.

GAS TIGHTNESS GUARANTEE

Grid Solutions leads the industry in SF₆ gas tightness testing technology including seals, castings and plumbing systems. Each breaker is factory tested using Grid Solutions' proprietary gas tightness testing system which provides measurable, quantifiable test results on the breaker in its fully assembled, as-shipped condition.

QUALITY

Grid Solutions designs, manufactures, tests and delivers its circuit breakers in accordance with the latest IEEE/ANSI and IEC Standards, maintaining a quality assurance system according to ISO-9001 and ISO 14001 certifications. The center of excellence for dead tank circuit breakers is located in Charleroi, PA (USA).

INSTALLATION AND MAINTENANCE

The DT1-145/170 are factory tested and adjusted and do not require any "special tools" for installation. Designed with the smallest symmetrical footprint to allow for minimised foundation costs, they are recognized worldwide as easy-to-install and operate circuit breakers. Thanks to the low energy mechanism and lifetime lubricants, the DT series is virtually maintenance free.

The DT1 series on-site installation requires only a few simple steps. For installations where truck shipment is impossible, all DT series circuit breakers can be readied for standard container shipment with only their bushings disassembled.

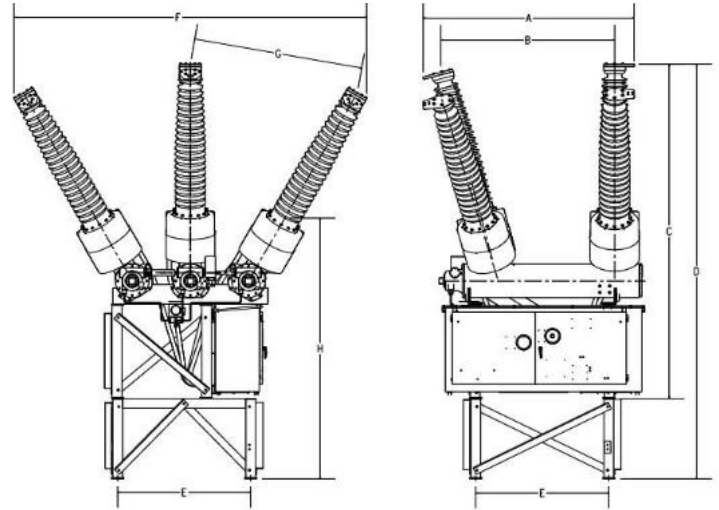


Low energy FK3-1 mechanism

TECHNICAL DATA

	Value	Units
SF ₆ pressure	93/0.64	psig/Mpa
Motor	1,600	watts
Close coil/Trip coil	440/440	watts
Ambient temperature range*	-30 to +40	degree C
High seismic capability in accordance with IEEE 693-2005		
Weight (without current transformers)	4,180/1,900	lb/kg

* Optional values available on request



DIMENSIONS

Rated Maximum Voltage	A (in/mm)	B (in/mm)	C (in/mm)	D (in/mm)	E (in/mm)	F (in/mm)	G (in/mm)	H (in/mm)
145 kv	90/2,284	70/1,779	136/3,459	169/4,289	54/1,372	90/2,284	69/1,747	102/2,600
170 kv	90/2,366	73/1,849	146/3,719	179/4,549	54/1,372	153/3,898	74/1,881	102/2,591

RATINGS

IEEE/ANSI	IEC	Value	Units
Rated maximum voltage	Rated voltage	123/145/170	kV
Rated power frequency	Rated frequency	50/60	Hz
Rated dielectric withstand capability	Rated insulation level		
dry withstand	at power frequency, dry	260/310/365	kV
wet withstand	at power frequency, wet	230/275/315	kV
Rated lightning impulse withstand voltage	at lightning impulse	550/650/750	kV
Rated chopped wave impulse voltage 2us		710/838/968	kV
Rated continuous current	Rated normal current	1,200/2,000/3,000	A
Rated short-circuit current	Rated short-circuit breaking current	40	kA
Rated closing, latching, and short time carrying		104	kA
Rated capacitance switching*			
	Rated single capacitor bank breaking current	400	A
Rated interrupting time		3	cycles
	Rated break time	50	ms
Rated standard operating duty	Rated operating sequence	O-0.3s-CO-15s-CO	

* Ratings available upon request.

** Please contact Grid Solutions for special purpose, high TRV, high X/R or other ratings requirements.

IPO OPTION

The DT1-145 and the DT1-170 are also available in Independent Pole Operation (IPO) configuration with separated spring/spring mechanism for each phase. Paired with a synchronous controller this can be used for point-on-wave switching of shunt capacitor or shunt reactor banks.

For more information please contact
GE Grid Solutions

Worldwide Contact Center

Web: www.GEGridSolutions.com/contact
Phone: +44 (0) 1785 250 070

www.GEGridSolutions.com





Line Card

High Voltage Circuit Breakers

Grid Solutions offers a comprehensive portfolio of high voltage circuit breakers designed and tested to meet the rigorous demands of the North American power system

Product		Ratings	Features
DT1-38FK-40-F1		• Up to 38kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5FK-40-F1		• 72.5kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5FK-40-F3		• 72.5kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-145FK-40-F1 DT1-170FK-40-F1		• 123kV, 145kV, 170kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-145FK-40-F3 DT1-170FK-40-F3		• 123kV, 145kV, 170kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-72.5-63-F1 DT1-145-63-F1		• 72.5kV, 123kV, 145kV • 1200A to 4000A • 63kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
DT1-245P-40-F1		• 245kV • 1200A to 4000A • 40kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • Optional 2 cycle performance
DT1-245P-40-F3		• 245kV • 1200A to 4000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-245P-63-F1		• 245kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-6 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
DT1-245P-63-F3		• 245kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • NO CAPACITORS



Product		Ratings	Features
MOV for Shunt Reactor Switching		• 38kV to 800kV • Dead Tank, Live Tank, Circuit Switcher • Varistors sized based on user specifications.	• Varistors across HV Terminals extend circuit breaker life • External mounting for increased reliability and ease of maintenance
DT1-362-63-F3 DT1-362R-63-F3		• 362kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-6 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR)
DT2-550-63-H3 DT2-550-63-F3 DT2-550R-63-H3 DT2-550R-63-F3		• 550kV • 1200A to 5000A • 63kA, 2 cycles	• Hydraulic Mechanisms • Independent Pole Operation (IPO) • Optional Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR) • Optional SPRING/SPRING Mechanisms
GL3 Series Live Tank		• 72.5kV to 800kV • 1200A to 4000A • Up to 63kA, 3 cycles	• FK3-x SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Or Gang Operated (voltage dependent)
Live Tank GL309 GL312 GL313 GL314		• 72.5kV to 245kV • 1200A to 3000A • Up to 40kA, 3 cycles	• Circuit Switcher applications • FK SPRING/SPRING operated mechanism • Circuit Breaker performance in a Circuit Switcher footprint
GL314BPS High Speed Bypass Switch		• Up to 800kV system • Up to 170kV across gap • Making Current 120kAp • Insertion Current 5000A • Insertion Voltage 300kVp	• Series Capacitor Bypass Protection • FK3-2 SPRING/SPRING mechanisms • Independent Pole Operation
HYpact		• 72.5 kV to 170kV • 2500A • 40kA, 3 cycles • Hybrid compact switchgear assembly	• FK3-1 SPRING/SPRING mechanism • Gang Operated • Endless configurations –breakers, disconnect switches, CTs, VTs, cable connections.
CBWatch3		• Circuit Breaker Monitoring • IEC 61850 8.1 (DNP3 option)	• Permanent real-time monitoring of CB operational parameters • SF6 emissions trending
		• Ratings are product and customer specific.	• SF₆ Free • Global Warming Potential 98% lower than SF₆ gas
Synchronous Control (Point on Wave Switching)		• Cabinet mounted or Rack Mounted	• Point-on-wave (POW) trip/close • Capacitors, reactors, transformers • Residual Flux compensation available

* Special ratings and applications available on request. Contact your GE representative for more information.

Terms and Conditions for Sale of Products and Services

Form EM 104 (Grid Solutions)

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. Remittance advice notifying of payment is to be sent to Remit.Renewable.Energy@ge.com. Invoicing and payment shall be in accordance with the Contract. If not otherwise agreed in the Contract, Seller shall issue invoices upon shipment of Products and as Services are performed, or if the Contract Price is U.S. Two Hundred Fifty Thousand Dollars (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is re-

ceived before the earliest scheduled Product shipment and Services are invoiced as performed ("the Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the price is set by the Contract in a currency other than U.S. dollars, references to U.S. dollars in this Section 2.1 shall mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the Contract execution period the Seller shall be entitled to get compensated as per the Contract price escalation mechanism specified in the Seller's offer. In case the Contract does not comprise a price escalation mechanism and if a Party can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to an event as per Clause 10 (which will include evolution of any event preexisting at the time of signature of the Contract), the Parties are bound, within a reasonable time of written notice by one Party to the other, to negotiate alternative contractual terms or a mitigation plan which reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was pre-existing at the signature of the Contract between the Parties. The Party serving notice under this Clause shall provide the other Party with as much commercially available details of the event or events affecting that Party's contractual obligations, the affected obligations themselves and how and to which extent these events are (and will be) affecting the performance of the Contract. The Parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable antitrust laws and regulations. Where an agreement is reached, the Parties shall start implementing the agreed measures immediately, pending the signature of the relevant amendment to the Contract. In the event the Parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within fifteen (15) days of the written notice, and in the absence of any other agreement, the Party serving notice under this Clause will be entitled to either suspend its performance of the affected portion of the Contract, or to terminate the Contract, without any liability to the other party. If the Contract is suspended for a period greater than 60 consecutive days by that Party, either Party may terminate the Contract by sending written notice of termination to the other Party. In case of termination of the Contract hereunder, the Parties shall settle their accounts accordingly as if the Contract had been terminated through no fault of the Parties, without prejudice to any Party's right to apply the provisions of Clause 16.2 hereof. To support the prevention of fraud, in the event the Buyer is required to make a payment to a bank account that is not the one expressly agreed in the Contract, the Buyer shall before proceeding with payment request confirmation to the Seller that the bank account identified in the invoice or request for payment is valid. Verification must be anticipated not to lead to any delay in making payment.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened prior to commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least sixty (60) days prior to commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2020). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2020). Notwithstanding anything to the contrary, for any importation, Buyer shall be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus

up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. In case Buyer and Seller agree on different transportation arrangement with cost of freight and delivery to destination included in the Contract Price, Seller will not be responsible for any increase in transportation costs occurring after the Contract signature unless if caused by Seller's sole negligence, and Seller will be entitled to invoice the Buyer the additional transportation costs it has actually incurred, subject to reasonable justification of such additional costs. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer or end user when ready due to any cause attributable to Buyer, its other contractors or the end user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) Seller will be entitled to invoice the Buyer the costs of transportation to the storage facilities plus a lumpsum amount of 0.5% of the Contract Price per full week (or prorata thereof) of storage with a minimum of USD 1000 (one thousand United States Dollars). Invoices shall be on a weekly basis starting the beginning of third week of storage until the shipment of the Products can be made ; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review and issue its response (either approval or disapproval with reasons for disapproval detailed) within 10 days of Seller's submittal. If Buyer fails to provide a response within 10 days, the submittal shall be deemed approved.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors, if required), use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modifi-

cation or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Notwithstanding the provisions of section 4.2, Seller grants only a non-exclusive license, and does not pass title, to any Firmware and other software provided by Seller under this Contract, drawings and other documentation delivered for use of Buyer shall remain subject to ownership and/or intellectual property rights of Seller, as applicable and title to any leased equipment remains with Seller.

7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.3 Section 7.2 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such

combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.4 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.5 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.6 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, pandemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

Buyer recognizes that in case of epidemics or pandemics (or evolution of existing epidemics or pandemics), the precautionary, mitigation or corrective measures implemented by the Seller in the frame of the Contract are implemented in the best interest of the Buyer and the Contract performance, and the Buyer and Seller both agree that the additional costs reasonably incurred by Seller in implementing such measures shall be compensated by the Buyer to the Seller.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than ninety (90) days or such other period agreed upon in writing. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, provided that Buyer's payments shall include the cancellation charge for uncompleted Products if the excusable event(s) leading to the termination included an act or omission of the Buyer or Buyer's contractors or suppliers but Buyer shall not be required to pay the cancellation charge if the excusable event(s) leading to termination did not include any act or omission of the Buyer or Buyer's contractors or suppliers.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws and Regulations

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the purchase, application, operation, use and disposal of the Products and Services, including without limitation those regarding anticorruption/antibribery, fair competition (antitrust), and environment, health and safety (EHS). Buyer acknowledges it had access, reviewed, and fully understands GE's Integrity Policies. Seller shall at all times comply with the GE Integrity Policies. The GE Integrity Policies can be accessed electronically at https://www.ge.com/sites/default/files/S&L_Booklet_English_0.pdf

12.2 Seller's obligations are conditioned upon Buyer's compliance with all US, EU, UK and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software, or other information or assistance or Product furnished by the Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The Buyer hereby certifies that the equipment, materials, services, technology, technical data, software, or other information or assistance or product furnished by the Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons. The Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on behalf of the Buyer (including without limitation the issuance of any payment securities such as a letter of credit) is not subject to any export regulation prohibiting to do business with such bank, financial institution or entity. Should the Buyer fail to comply with any of the obligations as specified above, the Seller may, without prejudice to the exercise of any other rights or remedies which may be available to it, terminate the Contract by giving the Buyer notice in writing to that effect. In the event of a change in applicable trade control laws and regulations, including but not limited to the laws of the US, EU and UK and changes in the interpretation thereof, or in the event an authorization pursuant to said laws is either denied, revoked, withdrawn or cancelled at any time, preventing the Seller from executing its obligations without breaching such applicable trade control laws and regulations or makes Seller's execution of its obligations unreasonably burdensome or unbalanced, Seller shall have the right without incurring liability to the Buyer to (i) withdraw its proposal, or either (ii) suspend its performance of the Contract or terminate the Contract. If the suspension lasts more than four (4) months, any of the Parties shall have the right to terminate the Contract by giving the other Party notice in writing to that effect.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6. Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US \$10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England and Wales if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 In the event of any dispute arising out of or in connection with this Contract, including any question regarding its existence or validity, the parties agree to submit the matter to mediation under the ICC mediation Rules, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time.

If the dispute has not been settled pursuant to the ICC Mediation Rules within thirty (30) days following the filing of a request for Mediation or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. In case the arbitral tribunal is constituted of more than one arbitrator, the party-appointed arbitrators shall, for a period of two (2) weeks following the date on which their appointments have both been confirmed, attempt to reach agreement on the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an *ex-parte* basis.

If the two arbitrators are unable to agree upon the third, upon request of either Buyer or Seller, the President of the ICC shall appoint the third.

The seat, or legal place, of the mediation and arbitration shall be Geneva, Switzerland.

The language to be used in the mediation and in the arbitration shall be the English language.

The parties' written submissions shall, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work. Travel and living expenses of Buyer personnel to witness such tests shall be borne by Buyer. Unless otherwise agreed, failure by the Buyer or its representative to attend the factory tests on the scheduled date shall entitle the Seller to proceed with such factory tests alone and the Seller shall promptly share the results of such tests with the Buyer. In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by the Buyer for any reason (including as a consequence of any pandemic) and the Buyer cannot delegate any third party to represent it, or to perform the tests in its name and on its behalf, the Seller may propose to the Buyer alternate measures in order to avoid delaying the testing, including but not limited to the use of electronic messaging services such as Skype, Teams or equivalent, recording devices such as cameras, and a distribution of results via electronic storage media such as DVD or streamed videos. The Buyer and the Seller shall make their best efforts to agree on such measures with a view not to delay the testing of the Products. If despite reasonable alternate measures proposed by the Seller, the Buyer instructs the Seller to suspend or postpone the performance of the tests, the Seller shall, notwithstanding anything to the contrary in the Contract, be entitled to a reasonable exten-

sion of the time for completion and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of the affected tests.

18. Firmware, Software, Leased Equipment, Remote Diagnostic Services, PCB Services

Seller grants Buyer a non-exclusive license to use Firmware solely in connection with use of the Product for which the Firmware is provided by Seller. Buyer shall not sublicense, assign, or otherwise transfer the license to use the Firmware to any third party, except with that specific Product and to the extent such transfer is not otherwise restricted by the Contract. If Seller provides any software to Buyer other than Firmware, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form EM 104" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. General Clauses

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools such as DocuSign, or any other agreed upon certified means.

20. US Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Unless otherwise specifically stated by Seller

in this Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH GE GRID SOLUTIONS, LLC FOR THE PURCHASE OF A 161 KV, IN THE AMOUNT OF SIXTY-NINE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$69,650.00) PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AMENDING THE 2022 BUDGET TO APPROPRIATE SEVENTY-SIX THOUSAND TWO HUNDRED SIXTY-SIX DOLLARS AND SEVENTY-FIVE CENTS (\$76,266.75) FROM ACCOUNT #503010-47313 – UNDERGROUND PRIMARY TO ACCOUNT #503010-47210 – PLANTS AND BUILDINGS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department requires a 161 kV breaker to replace a non-load break switch in Substation “B”;

WHEREAS, soliciting bids is not feasible as this is a sole source item required for uniformity within the Bentonville Electric system; and

WHEREAS, this contract will require a budget adjustment in the amount of seventy-six thousand two hundred sixty-six dollars and seventy-five cents (\$76,266.75).

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with GE Grid Solutions, LLC, for the purchase of a 161 kV breaker, in the amount of sixty-nine thousand six hundred fifty dollars (\$69,650.00) plus applicable taxes;

Section 2: Because this is a sole source item required for uniformity within the Bentonville Electric system, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3: The 2022 Budget is hereby amended to appropriate seventy-six thousand two hundred sixty-six dollars and seventy-five cents (\$76,266.75) from Account #503010-47313 – Underground Primary to Account #503010-47210 – Plants and Buildings;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	11/22/2002
Department	Electric
Submitted by	Traivs Matlock
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Amendment to Ordinance 2022-56 for Purchase of Transformers due to increase costs. See attached memo for break down. Approved by Utility Board 4-0.					

Estimated Cost	\$179,870.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



MEMORANDUM

DATE: NOVEMBER 22, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Transformer Cost Increases

The City of Bentonville recommends amending ordinance 2022-56 and associated POs for the purchase of pole mounted double bushing and single-phase transformers totaling \$179,870.00 per attached breakdown.

Howard Transformers, the manufacture for the transformers BEUD uses, issued a letter addressing the increase in cost due to material availability for any order not started on November 1, 2022. The increase in cost is due to the core steel.

There are 2 POs that are affected by this increase as broken down below:

- Ordinance 2022-56; PO #22201556 - \$23,850
- Ordinance 2022-56; PO #22201606 - \$156,020

Approved by Utility Board 4-0.

ORDINANCE NO. 2022-56

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH TECHLINE FOR POLE MOUNTED TRANSFORMERS IN THE AMOUNT OF TWO MILLION FIFTY THREE THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS AND FIFTY CENTS (\$2,053,762.50) PLUS APPLICABLE TAXES, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department requires various pole mounted transformers in order to provide services to citizens and developments;

WHEREAS, the City of Bentonville Electric Utilities Department attempted to formally bid these items but the bidding process was unsuccessful;

WHEREAS, soliciting additional bids would not produce competitive bids as supply chain and manufacturing delays have caused issues with vendors and the ability to bid and hold bid prices pending award;

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of pole mounted transformers from Techline in the amount of two million fifty three thousand seven hundred sixty two dollars and fifty cents (\$2,053,762.50) plus applicable taxes as set forth below.

City of Bentonville Electric Utilities Department Pole Type Distribution Transformers Bid Form									
<u>Line Item Number</u>	<u>BEUD Inventory Part Number</u>	<u>KVA</u>	<u>Voltage</u>	<u>QTY</u>	<u>Price Each</u>	<u>No Load Losses</u>	<u>Load Losses</u>	<u>Lead Time (Weeks)</u>	<u>extended cost</u>
1	2002	10	120/240	20	\$1,174.00	31	133	56 weeks	\$11,740.00
2	2008	15	120/240	25	\$1,336.00	38	194	56 weeks	\$20,040.00
3	2021	25	120/240	50	\$1,572.00	60	297	56 weeks	\$39,300.00
4	2032	37.5	120/240	10	\$2,007.00	77	427	56 weeks	\$75,262.50
5	2035	50	120/240	25	\$2,318.00	103	470	56 weeks	\$115,900.00
6	2003	100	120/240	15	\$3,861.00	155	938	56 weeks	\$386,100.00
								total:	\$648,342.50

City of Bentonville Electric Utilities Department Single Phase Pad-Mount Distribution Transformers Bid Form									
<u>BEUD Inventory Part Number</u>	<u>KVA</u>	<u>Voltage</u>	<u>QTY</u>	<u>Price Each</u>	<u>EXT Price</u>	<u>No Load Losses</u>	<u>Load Losses</u>	<u>Lead Time (Weeks)</u>	
2010	15	240/120	20	\$2,308.00	\$46,160.00	39	191	64 weeks	
2024	25	240/120	60	\$2,584.00	\$155,040.00	60	260	64 weeks	
2037	50	240/120	200	\$3,197.00	\$639,400.00	101	452	64 weeks	
2043	75	240/120	40	\$3,988.00	\$159,520.00	137	617	64 weeks	
2005	100	240/120	40	\$5,340.00	\$213,600.00	167	718	64 weeks	
2016	167	240/120	30	\$6,390.00	\$191,700.00	261	1193	64 weeks	
			TOTAL BID PRICE		\$1,405,420.00				

Section 2: Because of market volatility and lead times related to these products, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

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

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 8 day of MARCH, 2022.

APPROVED

[Redacted Signature]

MAYOR ✓

ATTEST:

[Redacted Signature]

CITY CLERK





Howard Industries, Inc.
Distribution Transformer Division

P.O. Box 1588 / Laurel, MS 39441-1588 / Voice: (601) 425-3151 / Fax: (601) 649-8090 / E-mail: mkt@howard-ind.com

October 3, 2022

Dear Valued Customer:

As you are aware, the distribution transformer industry continues to face significant challenges due to labor and material supply constraints, just as it has for the last few years. The industry-wide production backlog for distribution transformers, due to these constraints, has led to never-before-experienced lead times. In addition to these issues, prices for key commodities and their fabrication in this market are extremely high. Howard is working proactively with our partners to navigate these challenges. We are committed to increasing our production rates and reducing our backlog to return to more normal lead times.

Our biggest commodity challenge is silicon core steel. There is a worldwide shortage of this material, and distribution transformer manufacturers are on allocation. After working diligently with our silicon core steel suppliers for over a year, we are happy to report that Howard has secured a significant increase in our core steel allocation. This added electrical steel will be available to Howard beginning in November of 2022 and through 2023. However, this steel is being offered at a significant price increase for BOTH the additional allocation AND the steel in our existing contract. This price increase will begin on November 1, 2022, on deliveries made to Howard Industries. It is important to note that HI would have incurred the price increase in January, with no additional allocation. While the additional allocation will certainly help alleviate some of the pressure on Howard's production system, we will still not have all of the silicon core steel required to meet our currently planned increases in production based on customer demand.

Howard has also worked to address the labor challenges the market is experiencing. To this end, we instituted significant pay rate increases in August. Pay rates for key positions in the factory were raised considerably to attract and retain skilled workers. While we had not anticipated raising rates at this juncture, the increased rates are necessary to increase production to the desired levels. In addition, to enable the hiring of additional workers HI is spending millions of dollars to expand our manufacturing operations outside the local labor market.

We believe that the combination of additional electrical steel, additional personnel as outlined above, personnel retention (both of the latter aided by increased wages) will help us reach our goal of increased output starting in the fourth quarter of this year.

Due to the aforementioned issues, Howard cannot maintain pricing on open purchase orders. We are, therefore, instituting an increase of 16.5% on all open purchase orders that have not begun the manufacturing process as of November 1st.

As a valued customer, we appreciate your business and understanding during these unprecedented times. We continue to work to develop innovative ways to minimize the impact on both your shipments and prices from the ongoing supply chain and inflation issues. One of our sales agents or regional managers will contact you soon to confirm your acceptance.

Sincerely,

A solid black rectangular box used to redact the signature of Michael Howard.

Michael Howard
CEO
Howard Industries, Inc.

Qty	PO number	KVA	COB Part #	Old Cost	New Cost	Difference	Old Total	New Total	
50	22201556	25	2021	\$1,572.00	\$1,747.00	\$175.00	\$78,600.00	\$87,350.00	
10	All DB	37.5	2032	\$2,007.00	\$2,230.00	\$223.00	\$20,070.00	\$22,300.00	
25		50	2035	\$2,318.00	\$2,576.00	\$258.00	\$57,950.00	\$64,400.00	
15		100	2003	\$3,861.00	\$4,289.00	\$428.00	\$57,915.00	\$64,335.00	
							\$214,535.00	\$238,385.00	\$23,850.00 Additional

Qty	PO number	KVA	COB Part #	Old Cost	New Cost	Difference	Old Total	New Total	
20	22201606	15	2010	\$2,308.00	\$2,564.00	\$256.00	\$46,160.00	\$51,280.00	
60	All single ph.	25	2024	\$2,584.00	\$2,871.00	\$287.00	\$155,040.00	\$172,260.00	
200		50	2037	\$3,197.00	\$3,552.00	\$355.00	\$639,400.00	\$710,400.00	
40		75	2043	\$3,988.00	\$4,431.00	\$443.00	\$159,520.00	\$177,240.00	
40		100	2005	\$5,340.00	\$5,933.00	\$593.00	\$213,600.00	\$237,320.00	
30		167	2016	\$6,390.00	\$7,098.00	\$708.00	\$191,700.00	\$212,940.00	
							\$1,405,420.00	\$1,561,440.00	\$156,020.00 Additional
									\$179,870.00 Total



**City of Bentonville Electric Utilities Department
Pole Type Distribution Transformers
Bid Form**

Line Item Number	BEUD Inventory Part Number	KVA	Voltage	QTY	* BASE Price Each	No Load Losses	Load Losses	Lead Time (Weeks)
1	2002	10	120/240	20	1174. ⁰⁰	31	133	56 weeks
2	2008	15	120/240	25	1336. ⁰⁰	38	194	
3	2021	25	120/240	50	1572. ⁰⁰	60	297	
4	2032	37.5	120/240	10	2007. ⁰⁰	77	427	
5	2035	50	120/240	25	2318. ⁰⁰	103	470	
6	2003	100	120/240	15	3861. ⁰⁰	155	938	
* Base price valid until 3/31/22								
***** DUE TO THE CURRENT VOLATILITY OF MATERIAL COSTS, HOWARD INDUSTRIES RESERVES THE RIGHT TO CHANGE PRICES AT ANY TIME TO COVER INCREASES IN THE COSTS OF MATERIALS BEYOND THE COMPANY S CONTROL. THE HOWARD PRICE INDEX (HPI), WHICH IS TYPICALLY UTILIZED TO CHANGE PRICES UNDER NORMAL MARKET CONDITIONS, WILL CONTINUE TO BE USED. HOWEVER, HOWARD RESERVES THE RIGHT TO MAKE ADDITIONAL ADJUSTMENTS TO PROTECT ITSELF FROM UNFORESEEN AND/OR UNUSUAL PRICE INCREASES IN RAW MATERIALS. DUE TO COVID-19, LABOR AND RAW MATERIAL SHORTAGES, AS WELL AS OTHER SUPPLY CHAIN DISRUPTIONS, HOWARD INDUSTRIES RESERVES THE RIGHT TO MODIFY LEAD TIMES AT ANY TIME ON BOTH ORDERS THAT HAVE ALREADY BEEN PLACED AND ON FUTURE ORDERS.								

DEVIATIONS FROM SPECIFICATIONS

Bidder must itemize all deviations taken to the specifications. If no exceptions are listed, the bid will be considered to be in strict accordance with the specifications.

Paragraph Number	Specification Requirement	Proposed Deviation and Justification
8.13	#2032 Exception to max	depth of 25" (Quoting 26")
	#2003 Exception to max	depth of 30" (Quoting 32")

Bid Submitted By:

Techline, Inc

Pole Type Distribution
Transformers Bid Form
Page 1 of 1

ORDINANCE NO. _____

**AN ORDINANCE AMENDING WAIVER OF BID ORDINANCE 2022-56
FOR THE PURCHASE OF ELECTRIC TRANSFORMERS DUE TO
INCREASED MANUFACTURER COSTS; AND FOR OTHER
PURPOSES.**

WHEREAS, the City of Bentonville City Council previously approved Ordinances 2022-55 and 2022-56 authorizing the purchase of certain transformers from Techline;

WHEREAS, due to increased pricing from the manufacturer as a result of market conditions and commodity limitations, the Electric Department recommends amending Ordinance 2022-56 to allow for the purchase of transformers at revised prices; and

WHEREAS, the original bid waiver justification of supply chain issues remains the same.

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

Section 1: Section 1 with regard to certain Pole Type Distribution Transformers be amended to provide the following pricing for 25 KVA Transformers and above:

Qty	PO number	KVA	COB Part #	Old Cost	New Cost	Difference	Old Total	New Total
50	22201556	25	2021	\$1,572.00	\$1,747.00	\$175.00	\$78,600.00	\$87,350.00
10	All DB	37.5	2032	\$2,007.00	\$2,230.00	\$223.00	\$20,070.00	\$22,300.00
25		50	2035	\$2,318.00	\$2,576.00	\$258.00	\$57,950.00	\$64,400.00
15		100	2003	\$3,861.00	\$4,289.00	\$428.00	\$57,915.00	\$64,335.00
							\$214,535.00	\$238,385.00
								\$23,850.00 Additional

Section 2: That the pricing contained in Ordinance 2022-56, Section 1, with regard to 10 KVA and 15 KVA Transformers should remain the same;

Section 3: That Ordinance 2022-56, Section 1 with regard to Single Phase Pad-Mount Transformers be amended to provide for the following pricing:

Qty	PO number	KVA	COB Part #	Old Cost	New Cost	Difference	Old Total	New Total
20	22201606	15	2010	\$2,308.00	\$2,564.00	\$256.00	\$46,160.00	\$51,280.00
60	All single ph.	25	2024	\$2,584.00	\$2,871.00	\$287.00	\$155,040.00	\$172,260.00
200		50	2037	\$3,197.00	\$3,552.00	\$355.00	\$639,400.00	\$710,400.00
40		75	2043	\$3,988.00	\$4,431.00	\$443.00	\$159,520.00	\$177,240.00
40		100	2005	\$5,340.00	\$5,933.00	\$593.00	\$213,600.00	\$237,320.00
30		167	2016	\$6,390.00	\$7,098.00	\$708.00	\$191,700.00	\$212,940.00
							\$1,405,420.00	\$1,561,440.00
								\$156,020.00 Additional
								\$179,870.00 Total

Section 4: Due to supply shortages and lead times, an exceptional circumstance exists, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting 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	11/22/2022
Department	Police Department
Submitted by	Ray Shastid-Chief
Phone	(479) 271-3173

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing a budget adjustment in the amount of \$75,000.00 for Fuel Supplies (102010-42030), based on the increased fuel cost during the year. This amount will cover the remaining fuel expenses for 2022 (November/December). Note: the 2022 budgeted amount for fuel was \$277,234.00. Currently have used \$285,288.00 as of the end of October billing.					

Estimated Cost	\$75,000.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	
General Fund Reserve.	





Budget Adjustment Request

Date of City Council Meeting	11/22/2022
Department	Police Department
Submitted by	Ray Shastid-Chief
Phone	(479) 271-3173

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget Adjustment from General Fund Reserves in the amount of \$75,000 for Fuel Supplies (102010-42030), based on the increased fuel cost during the year. This amount will cover the remaining fuel expenses for 2022 (November/December). Note: the 2022 budgeted amount for fuel was \$277,234.00. Currently have used \$285,288.00 as of the end of October billing.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010	42030	Fuel Supplies		\$ 75,000.00
		Totals	\$ -	\$ 75,000.00
		Net Impact on Fund Balance	\$ (75,000.00)	

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



www.bentonvillear.com
PLEASE RECYCLE



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT FOR THE BENTONVILLE
POLICE DEPARTMENT IN THE AMOUNT OF SEVENTY-FIVE THOUSAND DOLLARS
(\$75,000.00) FROM GENERAL FUND BALANCE TO ACCOUNT #102010-42030 – FUEL
SUPPLIES; AND FOR OTHER PURPOSES.**

WHEREAS, additional funds are required in order to cover increased fuel prices for the Bentonville Police Department; and

WHEREAS, these funds should be appropriated from General Fund Balance.

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

Section 1: The 2022 Budget is amended to appropriate seventy-five thousand dollars (\$75,000.00) from General Fund Balance to Account #102010-42030 – Fuel Supplies;

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	11/22/2022
Department	Engineering
Submitted by	Dan Weese
Phone	(479) 254-2024

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution awarding the bid and allowing the Mayor and City Clerk to enter into a contract with APAC Central, Inc. for the construction of Water Tower Rd & 8th St Extension Phase 2 (MUNIS 20ST000005; PIIP21-0013; IFB-22-91). The contract amount is \$6,406,052.52.					

Estimated Cost	\$6,406,052.52
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
This is a 2017 Street Bond project.	



Memorandum



To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Thursday, November 10, 2022

Re: Bid Award for Water Tower Rd & 8th St Extension Phase 2 (MUNIS 20ST000005; PIIP21-0013; IFB-22-91)

Staff requests approval of a resolution allowing the Mayor and City Clerk to enter into a contract with APAC-Central, Inc. for the construction of Water Tower Rd & 8th St Extension Phase 2 (MUNIS 20ST000005; PIIP21-0013; IFB-22-91).

The major items of the project include, but are not limited to, mobilization and demobilization, clearing of vegetation, construction of approximately 2,200 LF of 4-lane street extension commencing approx. 150 LF north of Hwy 102/ Hudson Rd. toward the 8th St. roundabout, with medians, and improvements to the side street connections of SE NWACC Blvd. and Meadowbrook Dr., associated structures, associated earthwork, curb and gutter, 10' trail, 6' sidewalk, stormwater drainage, striping, landscaping, erosion control, electrical improvements and other related work. Installation of a concrete communications building along with water and sewer mains are included within the scope of the project.

The amount for this contract is \$6,406,052.52.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My email is dweese@bentonvillear.com and my telephone number is (479) 254-2024.

November 10, 2022

Dan Weese, P.E.
City Engineer
3200 SW Municipal Drive
Bentonville, AR 72712

RE: IFB-20-76, Water Tower Road & 8th Street Extension; Phase II

Recommendation for Award of Construction Contract

Dear Mr. Weese,

We received and opened a bid for the above referenced project on November 8th, 2022 at 2:30pm. There was one (1) General Contractor who submitted a full bid.

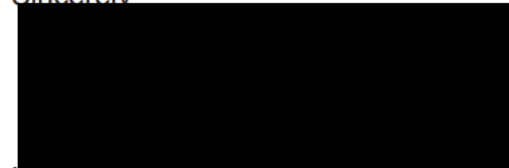
APAC-Central, Inc. from Fayetteville, AR, as the only bidder presented a bid in the amount of \$6,406,051.12 (corrected bid amount is \$6,406,052.52). The certified bid tabulation is attached for reference. The Engineer's construction cost estimate for the project was \$6,298,651.25.

We have reviewed the bid and have knowledge of their experience with work on several successful projects which includes Water Tower Phase I, they are qualified to undertake construction on this project. APAC-Central, Inc. has a valid Arkansas Contractor's License (License No. 0011840423, ID #2781, valid to 04.30.23). They are listed as providing Highway, Railroad, Airport, Municipal & Utility Construction on the Arkansas Contractors Licensing Board website.

In light of the above information, we recommend awarding the bid to APAC-Central, Inc., in the amount of \$6,406,052.52 (corrected bid).

Please do not hesitate to call should you have any questions and as always, thank you for allowing us to be of service.

Sincerely,



Kevin Beaumont
Vice President/ Principal
Transportation & Stormwater Management Department
(479) 443.2377
kbeaumont@mce.us.com

Enclosure: Bid Tabulation

Signature

Robert Bullis, P.E., 19929

Date: 11/9/2022

* DENOTES MATHEMATICAL ERROR

Bid Tabulation

City of Bentonville
Water Tower Road & 8th Street Extension; Phase 2
Bentonville, AR
MCE Project # 15-2106

SCHEDULE 1 - STREET & STORM SEWER				APAC 0011840421	
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
GENERAL PROVISIONS					
1	Act 291, 1993 Trench and Excavation Safety Systems	LS	1	\$2,900.00	\$2,900.00
2	Traffic Control	LS	1	\$75,000.00	\$75,000.00
3	Erosion Control	LS	1	\$60,000.00	\$60,000.00
4	Roadway Construction Control	LS	1	\$85,000.00	\$85,000.00
5	Mobilization; Not to Exceed 5% of Total Bid	LS	1	\$275,000.00	\$275,000.00
Earthworks					
6	Clearing and Grubbing	LS	1	\$140,000.00	\$140,000.00
7R	Select Fill (Plan Quantity)	CY	11,040	\$27.00	\$298,080.00
8R	Excavation (Plan Quantity)	CY	22,140	\$19.00	\$420,660.00
9R	Embankment (Plan Quantity)	CY	6,590	\$28.00	\$184,520.00
10	4" Topsoil Placement & Select Grading	SY	8,775	\$5.60	\$49,140.00
11	Subgrade Preparation (Plan Quantity)	SY	16,839	\$2.00	\$33,678.00
12	Under Cut & Backfill (10% Allowance)	CY	1,100	\$32.00	\$35,200.00
13	Rock Excavation	CY	100	\$253.00	\$25,300.00
Storm Drainage					
14	18" RCP, Class III	LF	1,466	\$79.00	\$115,814.00
15	18" RCP, Class IV	LF	97	\$110.00	\$10,670.00
16	24" RCP, Class III	LF	100	\$98.00	\$9,800.00
17	30" RCP, Class III	LF	938	\$125.00	\$117,250.00
18	36" RCP, Class III	LF	527	\$165.00	\$86,955.00
19	12" HDPE Pipe	LF	46	\$131.00	\$6,026.00
20	12" 60 Deg Bend	RS	1	\$2,122.40	\$2,122.40
21	3' x 2' Reinforced Concrete Box Culvert	LF	237	\$415.00	\$98,355.00
22	4' Curb Inlet	EA	11	\$5,275.00	\$58,025.00
23	4' Junction Box	EA	3	\$6,616.90	\$19,850.70
24	5' Curb Inlet	EA	8	\$7,522.00	\$60,176.00
25	5' Junction Box	EA	3	\$8,300.00	\$24,900.00
26	4' x 8' Junction Box	EA	1	\$14,500.00	\$14,500.00
27	Junction Box #3	LS	1	\$22,500.00	\$22,500.00
28	18" FES to RCP Culvert	EA	12	\$2,500.00	\$30,000.00
29	36" FES to RCP Culvert	EA	1	\$4,100.00	\$4,100.00
30	Curb Inlet Extensions (4')	EA	12	\$1,400.00	\$16,800.00
31	Curb Inlet Extensions (8')	EA	1	\$2,200.00	\$2,200.00
32	Connect RCP to Existing Structure	EA	2	\$3,100.00	\$6,200.00
33	Wingwalls and Appurtenances for 18" RCP at Water Tower Site	EA	1	\$9,500.00	\$9,500.00
34	Windwalls & Appurtenances - 3'x 2' RCBC	EA	1	\$16,500.00	\$16,500.00
Base & Paving					
35	3" ACHM Surface Course	TON	2,365	\$140.00	\$331,100.00
36	5" ACHM Binder Course	TON	3,750	\$120.00	\$450,000.00

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	
37	ACHM Surface Course Transition	TON	15	\$560.00	\$8,400.00	
38	12" Class 7 Aggregate Base	SY	15,601	\$20.00	\$312,020.00	
39	8" Class 7 Base for Side Streets	SY	1,238	\$40.00	\$49,520.00	
40	6" Aggregate Base for Concrete/Asphalt Driveways	SY	1,853	\$31.00	\$57,443.00	

Miscellaneous Construction

41	Concrete Curb and Gutter, Standard	LF	8,096	\$25.00	\$202,400.00	
42	AHTD Modified Curb (For Driveway)	LF	503	\$54.00	\$27,162.00	
43	AHTD Modified Curb Type II (For Sidestreets)	LF	90	\$95.50	\$8,595.00	
44	Type E1 Curb	LF	345	\$56.50	\$19,492.50	
45	4' Wide Concrete Flume, Water tower Site	LF	65	\$162.00	\$10,530.00	
46	3' Wide Concrete Channel	LF	92	\$77.00	\$7,084.00	
47	3' Wide Trail Underdrain	EA	3	\$2,800.00	\$8,400.00	
48	Concrete Drainage Swale, Sta. 11+57 LT,	LF	22	\$250.00	\$5,500.00	
49	Roof Drain Concrete Surrounds	EA	16	\$500.00	\$8,000.00	
50	(4" Depth) Concrete Sidewalk	SY	710	\$87.00	\$61,770.00	
51	(6" Depth) Concrete Trail	SY	2,730	\$80.00	\$218,400.00	
52	ADA Ramp Concrete	SY	159	\$129.00	\$20,511.00	
53	Detectable Warning Device	SY	224	\$41.00	\$9,184.00	
54	Concrete Driveway Apron	SY	352	\$146.00	\$51,392.00	
55	Concrete Driveway	SY	629	\$87.00	\$54,723.00	
56	6" Gravel Driveways	SY	150	\$102.00	\$15,300.00	
57	Asphalt Driveways	SY	1,223	\$36.00	\$44,028.00	
58	Concrete Mountable Island	SY	7	\$716.00	\$5,012.00	
59	Concrete Median Island	SY	128	\$221.00	\$28,288.00	
60	Concrete Fillet, Side Streets	SY	47	\$105.00	\$4,935.00	
61	Concrete Apron around Vent, Water Tower Site	SY	6	\$1,200.00	\$7,200.00	
62	Solid Sodding	SY	7,510	\$5.25	\$39,427.50	
63	Seeding	ACRE	0.26	\$6,000.00	\$1,560.00	
64	Water	MG	43	\$567.00	\$24,381.00	
65	Hand Railing	LF	20	\$150.00	\$3,000.00	
66	Mailbox / Support Relocaiton	EA	6	\$425.00	\$2,550.00	
67	6' Tall Chain Link Fence with Barbed Wire	LF	187	\$60.00	\$11,220.00	
68	6' Tall Chain Link Fence with Barbed Wire, Complete	EA	2	\$1,000.00	\$2,000.00	
69	6" Solid Striping, Yellow or White (Thermoplastic)	LF	989	\$2.90	\$2,868.10	
70	6" Skip Striping, Yellow or White (Thermoplastic)	LF	1,236	\$2.90	\$3,584.40	
71	6" Double Solid Line, Yellow (Thermoplastic)	LF	505	\$5.67	\$2,863.35	
72	6" Dotted or Dashed Striping (Thermoplastic)	LF	120	\$2.80	\$336.00	
73	6" Skip Striping, Yellow (Painted)	LF	555	\$2.80	\$1,554.00	*
74	8" Striping Diagonal (thermoplastic)	LF	175	\$4.53	\$792.75	
75	12" Stop Bar	LF	73	\$11.30	\$824.90	
76	Yield Line, White (Thermoplastic)	LF	44	\$28.00	\$1,232.00	
77	Turning Arrow Pavement Symbols (Termoplastic)	EA	19	\$421.60	\$8,010.40	
78	"ONLY" Pavement Symbol (Thermoplastic)	EA	6	\$510.14	\$3,060.84	
79	Crosswalks (Thermoplastic) 24"	LF	550	\$22.50	\$12,375.00	
80	Various Street Signs (as indicated on Striping & Singe Plans)	EA	23	\$450.00	\$10,350.00	

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	
81	Landscaping	LS	1	\$6,801.00	\$6,801.00	
Lighting & Electrical - Furnished and Installed by Contractor						
82A	CONNECTOR - 3 WIRE, #14-#4 AWG RANGE	EA	52	\$95.60	\$4,971.20	
82B	FUSE - 20A	EA	26	\$50.60	\$1,315.60	
82C	FUSE - IN LINE FUSE HOLDER	EA	26	\$135.00	\$3,510.00	
82D	PARTS - LEVELING FITTER	EA	24	\$804.00	\$19,296.00	
82E	PARTS - RECEPTACLE	EA	13	\$365.40	\$4,750.20	
82F	PARTS - RECEPTACLE COVER	EA	13	\$337.30	\$4,384.90	
82G	WIRE - #12/2 w/GND ROMEX	LF	260	\$10.20	\$2,652.00	
82H	WIRE - 2T UNDERGROUND	LF	95	\$11.30	\$1,073.50	
82I	WIRE - 4T UNDERGROUND	LF	3,050	\$7.90	\$24,095.00	
82J	Lighting Contactor Panel-Mounting Base	EA	1	\$3,597.60	\$3,597.60	
82K	Lighting Contactor Panel	EA	1	\$11,243.00	\$11,243.00	
82L	Pole - 30' Fluted -Pole Only	EA	13	\$1,012.00	\$13,156.00	
82M	POLE - 30' Fluted 26" Clamshell Base	EA	13	\$963.60	\$12,526.80	
82N	ARM - 6' WEST LIBERTY SERIES	EA	2	\$1,012.00	\$2,024.00	
82O	ARM - 12' WEST LIBERTY SERIES	EA	11	\$1,237.00	\$13,607.00	
82P	FIXTURE - AUTOBAHN LED	EA	24	\$281.00	\$6,744.00	
83	Construction Contingency (Special Provision003)	LS	1	\$500,000.00	\$500,000.00	
84	Quality Control Testing (Section 1.20 of Basic Requirements)	LS	1	\$35,000.00	\$35,000.00	

TOTAL BID FOR SCHEDULE I, STREET & STORM DRAINAGE

\$5,245,849.64 *

SCHEDULE II - WATER & SANITARY SEWER

Utility Improvements

W1	Mobilization(Water)	LS	1	\$6,750.00	\$6,750.00	
W2	12-Inch PVC C900 DR-14 Water Main	FT	1,500	\$171.00	\$256,500.00	
W3	12-Inch PVC C900 DR-14 Restrained Joint Water Main	FT	110	\$190.00	\$20,900.00	
W4	8-Inch PVC C900 DR-14 Restrained Joint Water Main	FT	35	\$138.00	\$4,830.00	
W5	6-Inch Class 50 Restrained Joint DIP Water Main	FT	90	\$131.20	\$11,808.00	
W6	12-Inch Gate Valve with Box	EA	6	\$5,800.00	\$34,800.00	
W7	8" Gate Valve and Box	EA	1	\$3,730.00	\$3,730.00	
W8	6" Gate Valve and Box	EA	7	\$2,644.00	\$18,508.00	
W9	24-inch x 12-Inch Tapping Sleeve, 12-Inch Tapping Valve with Box	EA	1	\$12,479.00	\$12,479.00	
W10	12-Inch x 12-Inch Tapping Sleeve, 12-Inch Tapping Valve with Box	EA	1	\$10,680.00	\$10,680.00	
W11	8-Inch x 8-Inch Tapping Sleeve, 8-Inch Tapping Valve with Box	EA	1	\$7,083.00	\$7,083.00	
W12	Three-Way Fire Hydrant	EA	7	\$8,769.00	\$61,383.00	
W13	Flow Fill Abandoned Water Main Under Roadway	LF	1,520	\$16.90	\$25,688.00	
W14	Abandon Existing Valve	EA	3	\$787.00	\$2,361.00	
W15	Cut and Cap 12-Inch Water Main	EA	1	\$4,497.00	\$4,497.00	
W16	Cut and Cap 8-Inch Water Main	EA	1	\$4,497.00	\$4,497.00	
W17	Ductile Iron Fittings For Water Main	LB	1,550	\$16.90	\$26,195.00	
W18	Paved Surface Restoration	SY	80	\$123.70	\$9,896.00	
W19	Full Depth Class 7 Backfill	LF	160	\$109.00	\$17,440.00	
W20	Salvage Existing Fire Hydrant and Return to Owner	EA	4	\$1,349.00	\$5,396.00	

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	
W21	Silt Catcher for Valve Box	EA	2	\$450.00	\$900.00	
W22	anchor collar for 12-Inch Water Main	EA	1	\$3,373.00	\$3,373.00	
W23	Demolition and Disposal at Water Tower Site	LS	1	\$5,621.00	\$5,621.00	
W24	New Concrete Clab with Hatch	LS	1	\$5,621.00	\$5,621.00	
W25	New Concrete Communication Bulldding 10-Feet x 12-Feet	LS	1	\$88,000.00	\$88,000.00	
W26	Communications Building Install by Contractor	LS	1	\$35,000.00	\$35,000.00	
W27	Water Tower Pier Core Drill	LS	1	\$21,000.00	\$21,000.00	
W28	Electrical/HVAC	LS	1	\$12,000.00	\$12,000.00	
W29	Site Paving	SY	10	\$1,500.00	\$15,000.00	
W30	Temporary Security Fence	LS	1	\$5,894.95	\$5,894.95	
W31	Traffic Control (Water)	LS	1	\$8,431.00	\$8,431.00	
W32	Trence safety (Water)	LS	1	\$5,621.00	\$5,621.00	
W33	Temporary utility Reroute -Storm, Water, Sewer, ETC	LS	1	\$3,400.93	\$3,400.93	
W34	Erosion Control	LS	1	\$10,118.00	\$10,118.00	
S1	Mobilization (Sewer)	LS	1	\$6,745.00	\$6,745.00	
S2	8-Inch PVC SDR-26 Sewer Main	FT	200	\$107.68	\$21,536.00	
S3	Concrete Sewer Manholes up to 10' Tall	EA	3	\$4,834.00	\$14,502.00	
S4	6-Inch PVC C900 DR-18-Force Main	FT	2,050	\$82.00	\$168,100.00	
S5	6-Inch PVC C900 DR-19 Restrained Joint Force Main	FT	280	\$93.00	\$26,040.00	
S6	6-Inch Sewer Force Main conneciton to Existing Force Main	EA	1	\$4,497.00	\$4,497.00	
S7	16-Inch Steel Casing by Direct Bury	LF	60	\$197.00	\$11,820.00	
S8	Force Main Tracer Wire Access Port	EA	9	\$674.00	\$6,066.00	
S9	Cut and Cap Existing 6-Inch Force Main	EA	1	\$4,497.00	\$4,497.00	
S10	Paved Surface Restoration	SY	70	\$123.00	\$8,610.00	
S11	Full Depth Class 7 Backfill	LF	100	\$134.00	\$13,400.00	
S12	Ductie Iron Epoxy Lined Fittings	LB	300	\$41.94	\$12,582.00	
S13	Air Vacuum/Release Valve in Manhole	EA	1	\$13,153.00	\$13,153.00	
S14	6-Inch Plug Valve with Box	EA	2	\$3,457.00	\$6,914.00	
S15	Anchor collar for 6-Inch Force Main	EA	1	\$3,372.00	\$3,372.00	
S16	Manhole Epoxy Coating	VF	120	\$416.00	\$49,920.00	
S17	Traffic Control (Sewer)	LS	1	\$8,432.00	\$8,432.00	
S18	Trence safety (Sewer)	LS	1	\$5,621.00	\$5,621.00	
S19	Temporary utility Reroute -Storm, Water, Sewer, ETC	LS	1	\$4,497.00	\$4,497.00	
S20	Erosion Control (Sewer)	LS	1	\$4,497.00	\$4,497.00	

TOTAL BID FOR SCHEDULE II, WATER

\$1,160,202.88

BID SUMMARY:

TOTAL BID FOR SCHEDULE I, STREET & STORM DRAINAGE

\$5,245,849.64 *

TOTAL BID FOR SCHEDULE II, WATER

\$1,160,202.88

TOTAL BID FOR SCHEDULE I & II

\$6,406,052.52 *

SCHEDULE 1 - STREET & STORM SEWER

ITEM	SPEC. NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED COST
General Provisions						
1		Act 291, 1993 Trench and Excavation Safety Systems	LS	1	\$ 2,900.00	\$ 2,900.00
2	AHTD 604	Traffic Control	LS	1	\$ 75,000.00	\$ 75,000.00
3	AHTD 621	Erosion Control	LS	1	\$ 60,000.00	\$ 60,000.00
4	AHTD 105	Roadway Construction Control	LS	1	\$ 85,000.00	\$ 85,000.00
5	AHTD 601	Mobilization; Not to Exceed 5% of Total Bid	LS	1	\$ 275,000.00	\$ 275,000.00
Earthworks						
6	AHTD 201	Clearing, Grubbing and Demolition	LS	1	\$ 140,000.00	\$ 140,000.00
7	AHTD 210	Select Fill (Plan Quantity)	CY	11,040	\$ 27.00	\$ 298,080.00
8	AHTD 210	Excavation (Plan Quantity)	CY	22,140	\$ 19.00	\$ 420,660.00
9	AHTD 210	Embankment (Plan Quantity)	CY	6,590	\$ 28.00	\$ 184,520.00
10	AHTD 210	4" Topsoil Placement & Select Grading	SY	8,775	\$ 5.60	\$ 49,140.00
11	AHTD 214	Subgrade Preparation (Plan Quantity)	SY	16,839	\$ 2.00	\$ 33,678.00
12	AHTD 210	Under Cut & Backfill (10% Allowance)	CY	1,100	\$ 32.00	\$ 35,200.00
13	AHTD 210	Rock Excavation	CY	100	\$ 253.00	\$ 25,300.00
Storm Drainage						
14	AHTD 606	18" Reinforced Concrete Pipe, Class III	LF	1,466	\$ 79.00	\$ 115,814.00
15	AHTD 606	18" Reinforced Concrete Pipe, Class IV	LF	97	\$ 110.00	\$ 10,670.00
16	AHTD 606	24" Reinforced Concrete Pipe, Class III	LF	100	\$ 98.00	\$ 9,800.00
17	AHTD 606	30" Reinforced Concrete Pipe, Class III	LF	938	\$ 125.00	\$ 117,250.00
18	AHTD 606	36" Reinforced Concrete Pipe, Class III	LF	527	\$ 165.00	\$ 86,955.00
19	AHTD 606	12" HDPE Pipe	LF	46	\$ 131.00	\$ 6,026.00
20	AHTD 606	12" 60 Deg Bend	EA	1	\$ 2,122.40	\$ 2,122.40
21	AHTD 607	3' x 2' Reinforced Concrete Box Culvert	LF	237	\$ 415.00	\$ 98,355.00
22	AHTD 609	4' Curb Inlet	EA	11	\$ 5,275.00	\$ 58,025.00
23	AHTD 609	4' Junction Box	EA	3	\$ 6,616.90	\$ 19,850.70
24	AHTD 609	5' Curb Inlet	EA	8	\$ 7,522.00	\$ 60,176.00
25	AHTD 609	5' Junction Box	EA	3	\$ 8,300.00	\$ 24,900.00
26	AHTD 609	4' X 8' Junction Box	EA	1	\$ 14,500.00	\$ 14,500.00
27	AHTD 609	Junction Box #3	LS	1	\$ 22,500.00	\$ 22,500.00
28	AHTD 606	18" Flared End Sections for Reinforced Concrete Pipe Culverts	EA	12	\$ 2,500.00	\$ 30,000.00
29	AHTD 606	36" Flared End Sections for Reinforced Concrete Pipe Culverts	EA	1	\$ 4,100.00	\$ 4,100.00
30	AHTD 609	4' Curb Inlet Extension	EA	12	\$ 1,400.00	\$ 16,800.00
31	AHTD 609	8' Curb Inlet Extension	EA	1	\$ 2,200.00	\$ 2,200.00
32	AHTD 640	Connect RCP to Existing Structure	EA	2	\$ 3,100.00	\$ 6,200.00
33	AHTD 607	Wingwalls & Appurtenances- 18" RCP at Water Tower Site	EA	1	\$ 9,500.00	\$ 9,500.00
34	AHTD 607	Wingwalls & Appurtenances- 3' x 2' RCBC	EA	1	\$ 16,500.00	\$ 16,500.00
Base & Paving						
35	AHTD 407	3" ACHM Surface Course	TON	2,365	\$ 140.00	\$ 331,100.00
36	AHTD 406	5" ACHM Binder Course	TON	3,750	\$ 120.00	\$ 450,000.00
37	AHTD 407	ACHM Surface Course, Transition	TON	15	\$ 560.00	\$ 8,400.00
38	AHTD 303	12" Class 7 Aggregate Base	SY	15,601	\$ 20.00	\$ 312,020.00
39	AHTD 303	8" Class 7 Base for Side Streets	SY	1,238	\$ 40.00	\$ 49,520.00
40	AHTD 303	6" Aggregate Base for Concrete/Asphalt Driveways	SY	1,853	\$ 31.00	\$ 57,443.00
Miscellaneous Construction						

41	AHTD 634	Concrete Curb and Gutter	LF	8,096	\$ 25.00	\$ 202,400.00
42	AHTD 634	Modified Curb (For Driveway)	LF	503	\$ 54.00	\$ 27,162.00
43	AHTD 634	Modified Curb, Type II (For Sidestreets)	LF	90	\$ 95.50	\$ 8,595.00
44	AHTD 634	Type E1 Curb	LF	345	\$ 56.50	\$ 19,492.50
45	AHTD 802	4' Wide Concrete Flume, Water Tower Site	LF	65	\$ 162.00	\$ 10,530.00
46	AHTD 802	3' Wide Concrete Channel	LF	92	\$ 77.00	\$ 7,084.00
47	AHTD 802	3' Wide Trail Underdrain	EA	3	\$ 2,800.00	\$ 8,400.00
48	AHTD 802	Concrete Drainage Swale, Sta. 11+57 LT.	LF	22	\$ 250.00	\$ 5,500.00
49	AHTD 802	Roof Drain Concrete Surrounds	EA	16	\$ 500.00	\$ 8,000.00
50	AHTD 633	(4" Depth) Concrete Sidewalk	SY	710	\$ 87.00	\$ 61,770.00
51	AHTD 633	(6" Depth) Concrete Trail	SY	2,730	\$ 80.00	\$ 218,400.00
52	AHTD 641	ADA Ramp Concrete	SY	159	\$ 129.00	\$ 20,511.00
53	AHTD 641	Detectable Warning Device	SF	224	\$ 41.00	\$ 9,184.00
54	AHTD 505	Concrete Driveway Apron	SY	352	\$ 146.00	\$ 51,392.00
55	AHTD 505	Concrete Driveway	SY	629	\$ 87.00	\$ 54,723.00
56	AHTD 405	6" Gravel Driveways	SY	150	\$ 102.00	\$ 15,300.00
57	AHTD 470	Asphalt Driveway	SY	1,223	\$ 36.00	\$ 44,028.00
58	AHTD 635	Concrete Mountable Island	SY	7	\$ 716.00	\$ 5,012.00
59	AHTD 632	Concrete Median Island	SY	128	\$ 221.00	\$ 28,288.00
60	AHTD 501	Concrete Fillet, Side Streets	SY	47	\$ 105.00	\$ 4,935.00
61	AHTD 501	Concrete Apron around Vent, Water Tower Site	SY	6	\$ 1,200.00	\$ 7,200.00
62	AHTD 622	Solid Sodding	SY	7,510	\$ 5.25	\$ 39,427.50
63	AHTD 620	Seeding	ACRE	0.26	\$ 6,000.00	\$ 1,560.00
64	AHTD 620	Water	MG	43	\$ 567.00	\$ 24,381.00
65	AHTD 633	Hand Railing	LF	20	\$ 150.00	\$ 3,000.00
66	AHTD 637	Mailbox / Support Relocation	EA	6	\$ 425.00	\$ 2,550.00
67	AHTD 619	6' Tall Chain Link Fence with Barbed Wire	LF	187	\$ 60.00	\$ 11,220.00
68	AHTD 619	6' Tall Chain Link Gates with Barbed Wire, Complete	EA	2	\$ 1,000.00	\$ 2,000.00
69	AHTD 719	6" Solid Striping, Yellow or White (Thermoplastic)	LF	989	\$ 2.90	\$ 2,868.10
70	Ahtd 719	6" Skip Striping, Yellow or White (Thermoplastic)	LF	1,236	\$ 2.90	\$ 3,584.40
71	AHTD 719	6" Double Solid Line, Yellow (Thermoplastic)	LF	505	\$ 5.67	\$ 2,863.35
72	AHTD 719	6" Dotted or Dashed Striping (Thermoplastic)	LF	120	\$ 2.80	\$ 336.00
73	AHTD 719	6" Skip Striping, Yellow (Painted)	LF	555	\$ 2.80	\$ 1,552.60
74	AHTD 719	8" Striping Diagonal (Thermoplastic)	LF	175	\$ 4.53	\$ 792.75
75	AHTD 719	12" Stop Bar (Thermoplastic)	LF	73	\$ 11.30	\$ 824.90
76	AHTD 719	Yield Line, White (Thermoplastic)	LF	44	\$ 28.00	\$ 1,232.00
77	AHTD 719	Turning Arrow Pavement Symbols (Thermoplastic)	EA	19	\$ 421.60	\$ 8,010.40
78	AHTD 719	"ONLY" Pavement Symbol (Thermoplastic)	EA	6	\$ 510.14	\$ 3,060.84
79	AHTD 719	Crosswalks (Thermoplastic) 24"	LF	550	\$ 22.50	\$ 12,375.00
80	AHTD 719	Various Street Signs (as indicated on Striping & Signage Plans)	EA	23	\$ 450.00	\$ 10,350.00
81	SP 002	Landscaping	LS	1	\$ 6,801.00	\$ 6,801.00
Lighting & Electrical - Furnished and Installed by Contractor						
82A	BEUD DS - 1142	Connector - 3 Wire, #14-#4 AWG Range	EA	52	\$ 95.60	\$ 4,971.20
82B	BEUD DS - 1142	Fuse 20A	EA	26	\$ 50.60	\$ 1,315.60
82C	BEUD DS - 1142	Fuse - in Line Fuse Holder	EA	26	\$ 135.00	\$ 3,510.00
82D	BEUD DS - 1142	Parts - Leveling Fitter	EA	24	\$ 804.00	\$ 19,296.00
82E	BEUD DS - 1124/1125	Parts - Receptacle	EA	13	\$ 365.40	\$ 4,750.20

82F	BEUD DS - 1124/1125	Parts - Receptacle Cover	EA	13	\$ 337.30	\$ 4,384.90
82G	BEUD DS - 1142	Wire - #12/2 w/GND Romex	LF	260	\$ 10.20	\$ 2,652.00
82H	BEUD DS - 1403/1404	Wire - 2T Underground	LF	95	\$ 11.30	\$ 1,073.50
82I	BEUD DS - 1403/1404	Wire - 4T Underground	LF	3,050	\$ 7.90	\$ 24,095.00
82J	BEUD DS - 1181	Lighting Contactor Panel - Mounting Base	EA	1	\$ 3,597.60	\$ 3,597.60
82K	BEUDS DS - 1180/1181	Lighting Contactor Panel	EA	1	\$ 11,243.00	\$ 11,243.00
82L	BEUD DS-1137	Pole - 30' Fluted - Pole Only	EA	13	\$ 1,012.00	\$ 13,156.00
82M	BEUD DS-1137	Pole - 30' Fluted 26" Clamshell Base	EA	13	\$ 963.60	\$ 12,526.80
82N	BEUD DS-1124	Arm - 6' West Liberty Series	EA	2	\$ 1,012.00	\$ 2,024.00
82O	BEUD DS-1125	Arm - 12' West Liberty Series	EA	11	\$ 1,237.00	\$ 13,607.00
82P	BEUD DS-1124/1125	Fixture - Autobahn LED	EA	24	\$ 281.00	\$ 6,744.00
Additional Construction Items						
83	SP 003	Construction Contingency (Special Provision 003)	LS	1	\$ 500,000.00	\$ 500,000.00
84		Quality Control Testing (Section 1.20 of Basic Requirements)	LS	1	\$ 35,000.00	\$ 35,000.00

TOTAL BID FOR SCHEDULE I, STREET & STORM DRAINAGE

\$ 5,245,848.24

SCHEDULE II - WATER & SANITARY SEWER

Utility Improvements						
W1	AHTD 601	Mobilization (Water)	LS	1	\$ 6,750.00	\$ 6,750.00
W2	BWU Spec. Sec. 12.3	12-Inch PVC C900 DR-14 Water Main	FT	1,500	\$ 171.00	\$ 256,500.00
W3	BWU Spec. Sec. 12.3	12-Inch PVC C900 DR-14 Restrained Joint Water Main	FT	110	\$ 190.00	\$ 20,900.00
W4	BWU Spec. Sec. 12.3	8-Inch PVC C900 DR-14 Restrained Joint Water Main	FT	35	\$ 138.00	\$ 4,830.00
W5	BWU Spec. Sec. 12.4	6-Inch Class 50 Restrained Joint DIP Water Main	FT	90	\$ 131.20	\$ 11,808.00
W6	BWU Spec. Sec. 12.14	12-Inch Gate Valve with Box	EA	6	\$ 5,800.00	\$ 34,800.00
W7	BWU Spec. Sec. 12.14	8-Inch Gate Valve with Box	EA	1	\$ 3,730.00	\$ 3,730.00
W8	BWU Spec. Sec. 12.14	6-Inch Gate Valve with Box	EA	7	\$ 2,644.00	\$ 18,508.00
W9	BWU Spec. Sec. 12.12	24-Inch x 12-Inch Tapping Sleeve, 12-Inch Tapping Valve with Box	EA	1	\$ 12,479.00	\$ 12,479.00
W10	BWU Spec. Sec. 12.12	12-Inch x 12-Inch Tapping Sleeve, 12-Inch Tapping Valve with Box	EA	1	\$ 10,680.00	\$ 10,680.00
W11	BWU Spec. Sec. 12.12	8-Inch x 8-Inch Tapping Sleeve, 8-Inch Tapping Valve with Box	EA	1	\$ 7,083.00	\$ 7,083.00
W12	BWU Spec. Sec. 12.19	Three Way Fire Hydrant	EA	7	\$ 8,769.00	\$ 61,383.00
W13	BWU Spec. Sec. 13.1	Flow Fill Abandoned Water Main Under Roadway	LF	1,520	\$ 16.90	\$ 25,688.00
W14	BWU Spec. Sec. 13.2	Abandon Existing Valve	EA	3	\$ 787.00	\$ 2,361.00
W15	BWU Detail W13	Cut and Cap 12-Inch Water Main	EA	1	\$ 4,497.00	\$ 4,497.00
W16	BWU Detail W13	Cut and Cap 8-Inch Water Main	EA	1	\$ 4,497.00	\$ 4,497.00
W17	BWU Spec. Sec. 12.9	Ductile Iron Fittings for Water Main	LB	1,550	\$ 16.90	\$ 26,195.00
W18	Trans. Spec. Sec. 600.10	Paved Surface Restoration	SY	80	\$ 123.70	\$ 9,896.00
W19	Trans. Spec. Sec. 600.10	Full Depth Class 7 Backfill	LF	160	\$ 109.00	\$ 17,440.00
W20	BWU Spec. Sec. 13.4	Salvage Existing Fire Hydrant and Return to Owner	EA	4	\$ 1,349.00	\$ 5,396.00
W21	BWU Spec. Sec. 12.17	Silt Catcher for Valve Box	EA	2	\$ 450.00	\$ 900.00
W22	BWU Spec. Sec. 13.9	Anchor Collar for 12-Inch Water Main	EA	1	\$ 3,373.00	\$ 3,373.00
W23	Plan Sheet W-5	Demolition and Disposal at Water Tower Site	LS	1	\$ 5,621.00	\$ 5,621.00
W24	SP 001	New Concrete Slab with Hatch	LS	1	\$ 5,621.00	\$ 5,621.00
W25	SP 001	New Concrete Communications Building 10-Foot x 12-Foot	LS	1	\$ 88,000.00	\$ 88,000.00
W26	SP 001	Communications Building Install by Contractor	LS	1	\$ 35,000.00	\$ 35,000.00
W27	Plan Sheet W-6	Water Tower Pier Core Drill	LS	1	\$ 21,000.00	\$ 21,000.00
W28	DIV 13 & 16	Electrical/HVAC	LS	1	\$ 12,000.00	\$ 12,000.00

W29	BWU Spec. Sec. 13.6	Site Paving	SY	10	\$ 1,500.00	\$ 15,000.00
W30	Plan Sheet W-5	Temporary Security Fence	LS	1	\$ 5,894.95	\$ 5,894.95
W31	AHTD 604	Traffic Control (Water)	LS	1	\$ 8,431.00	\$ 8,431.00
W32	BWU Spec. Sec. 9.9	Trench Safety (Water)	LS	1	\$ 5,621.00	\$ 5,621.00
W33	BWU Spec. Sec. 9.2	Temporary Utility Reroute - Storm, Water, Sewer, Etc.	LS	1	\$ 3,400.93	\$ 3,400.93
W34	AHTD 621	Erosion Control (Water)	LS	1	\$ 10,118.00	\$ 10,118.00
S1	AHTD 601	Mobilization (Sewer)	LS	1	\$ 6,745.00	\$ 6,745.00
S2	BWU Spec. Sec. 15.2	8-Inch PVC SDR-26 Sewer Main	FT	200	\$ 107.68	\$ 21,536.00
S3	BWU Spec. Sec. 16.3	Concrete Sewer Manholes Up to 10' Tall	EA	3	\$ 4,834.00	\$ 14,502.00
S4	BWU Spec. Sec. 15.7	6-Inch PVC C900 DR-18 Force Main	FT	2,050	\$ 82.00	\$ 168,100.00
S5	BWU Spec. Sec. 15.7	6-Inch PVC C900 DR-18 Restrained Joint Force Main	FT	280	\$ 93.00	\$ 26,040.00
S6	BWU Spec. Sec. 15.7	6-Inch Sewer Force Main Connection to Existing Force Main	EA	1	\$ 4,497.00	\$ 4,497.00
S7	BWU Spec. Sec. 14.2	16-Inch Steel Casing by Direct Bury	LF	60	\$ 197.00	\$ 11,820.00
S8	BWU Spec. Sec. 15.8	Force Main Tracer Wire Access Port	EA	9	\$ 674.00	\$ 6,066.00
S9	BWU Detail W13	Cut and Cap Existing 6-Inch Force Main	EA	1	\$ 4,497.00	\$ 4,497.00
S10	Trans. Spec. Sec. 600.10	Paved Surface Restoration	SY	70	\$ 123.00	\$ 8,610.00
S11	Trans. Spec. Sec. 600.10	Full Depth Class 7 Backfill	LF	100	\$ 134.00	\$ 13,400.00
S12	BWU Spec. Sec. 15.5	Ductile Iron Epoxy Lined Fittings	LB	300	\$ 41.94	\$ 12,582.00
S13	BWU Detail LS08	Air Vacuum/Release Valve in Manhole	EA	1	\$ 13,153.00	\$ 13,153.00
S14	BWU Spec. Sec. 18.10	6-Inch Plug Valve with Box	EA	2	\$ 3,457.00	\$ 6,914.00
S15	BWU Spec. Sec. 13.9	Anchor Collar for 6-Inch Force Main	EA	1	\$ 3,372.00	\$ 3,372.00
S16	BWU Spec. Sec. 15.7	Manhole Epoxy Coating	VF	120	\$ 416.00	\$ 49,920.00
S17	AHTD 604	Traffic Control (Sewer)	LS	1	\$ 8,432.00	\$ 8,432.00
S18	BWU Spec. Sec. 9.9	Trench Safety (Sewer)	LS	1	\$ 5,621.00	\$ 5,621.00
S19	BWU Spec. Sec. 9.2	Temporary Utility Reroute - Storm, Water, Sewer, Etc.	LS	1	\$ 4,497.00	\$ 4,497.00
S20	AHTD 621	Erosion Control (Sewer)	LS	1	\$ 4,497.00	\$ 4,497.00

TOTAL BID FOR SCHEDULE II, WATER

\$ 1,160,202.88

BID SUMMARY:

TOTAL BID FOR SCHEDULE I, STREET & STORM DRAINAGE

\$ 5,245,848.24

TOTAL BID FOR SCHEDULE II, WATER

\$ 1,160,202.88

TOTAL BID FOR SCHEDULE I & II

\$ 6,406,051.12

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ 6,406,051.12
---	-----------------

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
IFB-22-91 Addendum 1	October 18, 2022
IFB-22-91 Addendum 2	October 25, 2022
IFB-22-91 Addendum 3	October 26, 2022
IFB-22-91 Addendum 4	October 28, 2022

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
3. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing

EJCDC® C-410, Bid Form for Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 6 of 9



BIDDER hereby submits this Bid as set forth above:

Bidder: APAC Central Inc

By:

Name:

Doug Luetjen

(typed or printed)

Title:

Chief Estimator

(typed or printed)

Date:

November 7, 2022

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, the authorized person must sign.

Attest:

Name:

Shawn Long

(typed or printed)

Title:

Estimator

(typed or printed)

Date:

November 7, 2022

(typed or printed)

Address for giving notices:

755 E. Millsap Rd
Fayetteville, AR 72703

Bidder's Contact:

Name:

Doug Luetjen

(typed or printed)

Title:

Chief Estimator

(typed or printed)

Phone:

479-652-9840

Email:

doug.luetjen@apac.com

Address:

755 E Milsap Rd

Fayetteville, AR 72703

Bidder's Contractor License No.: (if applicable)

0011840423



NON-COLLUSION AFFIDAVIT

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

APAC-Central, Inc.

State of ARKANSAS

County of WASHINGTON

I DOUG LUETSEW of lawful age, being first duly sworn, on oath says that:

1. (s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;
2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;
3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;
 - b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;
 - d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: [REDACTED]

Title: Operations Manager

Subscribed and s [REDACTED]

Notary Public: [REDACTED]



My commission expires: 11-2-2022

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-Central, Inc.

as Principal, hereinafter called the Principal, and Federal Insurance Company

a corporation duly organized under the laws of the State of Indiana

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Bentonville

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid

Dollars (\$5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Water Tower Road Phase 2

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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.

Signed and sealed this 8th day of November, 2022.

[Redacted Signature]

(Witness)

{ [Redacted Signature]

(Title)



[Redacted Signature]

(Witness)

{ [Redacted Signature]

(Seal)

Doug Luetjen (Title) Attorney-In-Fact

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Brandon Lefevre, Murry E. Cline, Michael J. Dugan, James Hawkins and Doug Luetjen of Fayetteville, Arkansas; Doug Fronick and Michael J. Eshleman of Springfield, Missouri; Kristopher McClanahan and Joshua W. Davis of Tulsa, Oklahoma** -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed One Million and 00/100 Dollars (\$1,000,000.00), given or executed in the course of business, but not to include any instruments amending or altering the same nor consents to the modification or alteration of any instrument referred to in said bonds or obligations, on behalf **APAC- CENTRAL, INC.**, and all Subsidiaries, as principal, in connection with bids or proposals to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid undertakings by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have caused and attested these presents and signed the same this **8th** day of **July, 2022**.

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this **29th** day of **July, 2022**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **November 8, 2022**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

SURETY ACKNOWLEDGMENT

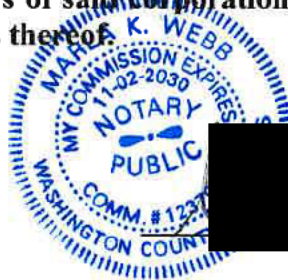
STATE OF ARKANSAS

}

COUNTY OF WASHINGTON

} SS

On this 8th day of November, 2022, before me personally came Doug Luetjen to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



[Redacted Signature]

Notary Public

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	APAC Central, Inc.		
Corporate Office	756 E. Millsap Road		
Name:	Doug Wadjen	Phone number:	479-587-3310
Title:	Operations Manager	Email address:	Doug.Wadjen@APAC.com
Business address of corporate office:	755 E. Millsap Rd Fayetteville, AR		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Arkansas Contractors License		
Licensing Agency:	Arkansas Licensing Board		
License No:	0011840423	Expiration Date:	April 2023
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—SURETY INFORMATION

3.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Federal Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	Indiana		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		

Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
☒ Yes ☐ No			
Mailing Address (principal place of business):		15 West South Temple Salt Lake City, UT 84101	
Physical Address (principal place of business):		Same	
Phone (main):	801-533-3624	Phone (claims):	801-533-3624

ARTICLE 4—INSURANCE

- 4.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Attache d			
Are providers licensed or authorized to issue policies in the Project location?			☐ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☐ Yes ☐ No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 5—CONSTRUCTION EXPERIENCE

- 5.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	300
Estimate of revenue for the current year:	+ \$60 mm
Estimate of revenue for the previous year:	+ \$60 mm

5.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 30+			
As a general contractor:	30+	As a joint venturer:	30+
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been released from a bid in the past 5 years? ☐ Yes ☒ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

5.03 List all projects currently under contract in Schedule A and provide indicated information. Attached

5.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction. Attached

ARTICLE 6—REQUIRED ATTACHMENTS

6.01 Provide the following information with the Statement of Qualifications:

A. Additional items as deemed necessary by Owner.



This Statement of Qualifications is offered by:

Business: APAC-Central Inc.
(typed name of organization)

By: [Redacted Signature]
(typed name of individual)

Name: DOUG LUTJEN
(typed or printed)

Title: OPERATIONS MANAGER
(typed or printed)

Date: 11/8/22
(date signed)

(If Business is a corporation, a partnership, or a limited liability company, the name and title of the person in whose name the statement is made.)

Attest: [Redacted Signature]

Name: Shawn Long
(typed or printed)

Title: Estimators
(typed or printed)

Address for giving notices:
755 E. Millsap Rd
Fayetteville, AR

Designated Representative:

Name: DOUG LUTJEN
(typed or printed)

Title: Ops. Manager
(typed or printed)

Address: 755 E. Millsap
Fayetteville, AR 72703

Phone: 479-652-9840

Email: DOUG.LUTJEN@APAC.COM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2022

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 Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME: Valerie Reece	
	PHONE (A/C, No, Ext): 513-867-3822 FAX (A/C, No):	
INSURED APAC Central Inc PO Box 9208 Fayetteville, AR 72703	E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 69693385

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Primary/Non-Contributory ☒ Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	TB2-C81-004095-112 XCU Coverage Included	9/1/2022	9/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	AS2-C81-004095-122 AS2-C81-054502-522 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 ☒ N	WA7-C8D-004095-022 All except OH, ND, WA, WY WC7-C81-004095-012 WI, MN	9/1/2022	9/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Bid Purposes City of Springdale is listed as additional insured on the general and auto liability policies and work comp policy where required by written contract

CERTIFICATE HOLDER

CANCELLATION

City of Springdale	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 Valerie Reece

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Listed below is a partial list of similar projects completed within the last five years.

CONTRACT AMOUNT	TYPE OF WORK	WHEN COMPLETED	CITY/COUNTY AND STATE	REFERENCE Name, Work Location (County or Cities)	PROJECT OWNERS NAME AND ADDRESS
4,344,180	Grading, Concrete, Drainage, Aggregate, Asphalt	2018	Benton County, AR	592704 - SNA Reconstruction Bureau, 1F	Northwest AR Rest Apartment 1 Airport Blvd Bentonville AR 72712
1,410,071	Grading, Concrete, Drainage, Aggregate, Asphalt	2018	Benton County, AR	93321 - AHID 062922 Bulls Vista Bypass	AHID PO Box 1282 Little Rock AR 72203
1,903,156	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Bentonville, Benton County, AR	93323 - NW 2nd St. & SW A to Wilton Blvd	City of Bentonville 117 N Central Bentonville AR 72712
803,304	Drainage, Mill, Asphalt Overlay	2015	Bentonville, Benton County, AR	93326 - City of Bentonville Overlay	City of Bentonville 117 N Central Bentonville AR 72712
240,898	Asphalt Overlay	2015	Huntsville, Madison County, AR	93330 - AHID 04001 Huntsville Overlay	AHID PO Box 1282 Little Rock AR 72203
150,975	Asphalt Overlay	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	AHID PO Box 1282 Little Rock AR 72203
1,519,819	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Tulsa County, Oklahoma	93315 - COT PROJECT 194317	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,355,425	Grading, Structure, Row, Asphalt Paving	2015	Tulsa County, Oklahoma	93340 - Yorktown III	Yorktown Holdings, LLC, 5711 E. 71st Street, Ste 120, Tulsa, OK 74138
1,429,486	Asphalt Paving	2015	Creek County, Oklahoma	93345 - TMC-114 Sub To Koss	Koss Construction, 839 SW Drury Ln, Topeka, KS 66604
2,978,011	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Tulsa County, Oklahoma	93321 - COT Project 103917 4th and Shawnee	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,719,818	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Tulsa County, Oklahoma	93321 - COT Project 103917 4th and Shawnee	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
3,261,013	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,942,487	Asphalt Paving	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,916,670	Grading, Aggregate, Asphalt	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,151,788	Highway Construction	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
6,689,005	Highway Construction	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,955,695	Highway Construction	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
2,783,719	Highway Construction	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,465,729	Highway Construction	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
3,445,471	Highway Construction	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
2,149,602	Concrete C & G Milling, Asphalt	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,155,752	Highway Construction	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
174,475	Grading, Aggregate, Asphalt	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
176,965	Removals, Grading, Asph, Conc. C & G, Asphalt	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
316,662	Grading, Aggregate, Asphalt	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
460,577	Asphalt Paving	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,701,612	Asphalt Paving	2015	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,385,003	Asphalt Paving	2016	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
374,521	Asphalt Paving and Pavement Marking	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,325,979	Grading, Concrete, Drainage, Aggregate, Asphalt	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,142,939	Grading, Concrete, Drainage, Aggregate, Asphalt	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
16,580	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
298,955	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
55,031	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
6,990,371	Grading, Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,711,832	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,711,832	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
374,621	Asphalt Paving and Pavement Marking	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,315,975	Grading, Concrete, Drainage, Aggregate, Asphalt	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,142,939	Grading, Concrete, Drainage, Aggregate, Asphalt	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
170,745	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
15,580	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
55,031	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
65,439	Grading, Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
3,786,770	Grading, Curb, Sidewalk, Aggregate, Asphalt	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,891,105	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
800,959	Grading, Curb, Sidewalk, Aggregate, Asphalt	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,425,616	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,718,334	Highway Construction	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
2,110,882	Highway Construction	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,112,154	Highway Construction	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
216,719	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
175,718	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
90,450	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
90,332	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
63,000	Asphalt Paving	2018	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
5,928,860	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
9,271,596	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
5,444,701	Asphalt Paving, Concrete	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
15,981,579	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
4,602,702	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
344,518	Asphalt Paving	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,148,112	Asphalt Paving	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
2,115,126	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
74,193	Asphalt Paving	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,284,277	Asphalt Paving	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
15,811	Asphalt Paving	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
22,368	Concrete Paving, Asphalt Paving	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
331,469	Asphalt Paving	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
290,307	Asphalt Paving	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
3,311,251	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
3,875,296	MIT & Asphalt Overlay	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
3,744,016	MIT & Asphalt Overlay	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
649,249	Asphalt Paving	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
5,938,678	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
2,839,631	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
2,764,251	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
3,959,608	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
142,292	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
4,444,870	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
4,330,673	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Avoca, Benton County, AR	93338 - Town of Avoca Street Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107

Listed below is a partial list of similar projects completed within the last five years.

CONTRACT AMOUNT	TYPE OF WORK	WHEN COMPLETED	CITY/COUNTY AND STATE	REFERENCE Name, Work Location (City, County or State)	PROJECT OWNERS NAME AND ADDRESS
310,327	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Springfield, Greene Co., MO	644097 - Parker Rd. Ext. 1, Cedarhurst, Springfield, MO	New Prime Inc., PO Box 4208, Springfield, MO 65808
452,215	Concrete, C&G, Asphalt Paving	2017	Neosho, Vernon Co., MO	644100 - City of Neosho, Neosho, MO	City of Neosho, 110 E. Ash Street, Neosho, MO 64773
146,571	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Springfield, Greene Co., MO	644106 - Pilot Flying J, Springfield, Greene Co., MO	Pilot Travel Ctr., LLC, PO Box 10146, Knoxville, TN 37039
1,184,571	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Ozark, Christian Co., MO	644108 - Street Overlay, Ozark, Christian Co., MO	City of Ozark, PO Box 285, Ozark, MO 65721
380,837	Aggregate, Asphalt Paving	2017	Neosho, Vernon Co., MO	644113 - Neosho Jr. High, Neosho, Vernon Co., MO	Neosho R-1 School Dist., 418 Fairground Rd., Neosho, MO 64850
1,153,157	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Springfield, Greene Co., MO	644117 - Springfield-Branson Airport, Springfield, Greene Co., MO	City of Springfield, 218 E. Central, Springfield, MO 65802
343,247	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Springfield, Greene Co., MO	644126 - UPS, Inc., Springfield, Greene Co., MO	UPS, Inc., 117 W. Central Ave., Springfield, MO 65802
100,800	Earthwork, Drainage, Asphalt Paving	2017	Springfield, Greene Co., MO	644130 - Springfield, Greene Co., MO	Springfield Grp., Springfield, MO 65801
628,801	Asphalt paving	2017	Mountain Grove, Wilson Co., MO	644141 - Mountain Grove, Mountain Grove, Wilson Co., MO	Missouri State University, 801 S. National Ave., Springfield, MO 65807
1,176,112	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2018	Windsor, Washington, AR	203381 - AHJD 004049 Hwy 43 KCS Railroad Overpass	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
270,035	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2018	Bella Vista, Benton, AR	203385 - AHJD 004010 Bella Vista Cedar Crst Dr Surfacing	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
133,476	Grading, Concrete, Drainage, Aggregate, Asphalt	2018	Alma, Crawford, AR	203376 - AHJD 017009 - Jones & Kibler OL	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
286,960	Excavation, base, drainage, concrete, slinings	2018	Bella Vista, Benton, AR	203378 - Sula-Us Drive Improvements Bella Vista	City of Bella Vista, 616 W. Lancashire Blvd., Bella Vista, AR 72714
5,515,031	Concrete Paving, Asphalt Paving	2018	Clemmons, OK	403097 - NHP-272M/283B/SP-22N/203B/SP-272M/2814/3B	ODOT, 200 NE 21st Street, OKC, OK 73168
178,451	Pipe Grabs, Asphalt Paving, Concrete Curb & Gutter, Drainage	2018	Tulsa, OK	403106 - Clemmons Runway and Taxiway Rehab	City of Claremore, 104 South Muskogee Ave., Claremore, OK 74019
1,170,175	Grading, Aggregate, Asphalt Paving	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
133,476	Grading, Concrete, Drainage, Aggregate, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
108,242	Grading, Concrete, Drainage, Aggregate, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
416,653	Asphalt Paving	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
738,129	Asphalt Paving	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
778,352	Asphalt Paving	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
170,798	Grading, Aggregate, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
13,461,621	Grading, Concrete, Drainage, Aggregate, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
4,977,105	Asphalt paving	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
2,776,552	Grading, Aggregate, Drainage, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
2,122,884	Excavation, Grading, Aggregate, Drainage, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
3,152,450	Grading, Aggregate, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
315,081	Grading, Aggregate, Asphalt Paving	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
8,096,199	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
1,509,144	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
1,446,551	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
8,096,199	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
3,152,450	Grading, Aggregate, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
3,152,450	Grading, Aggregate, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
428,784	Asphalt paving	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
8,096,199	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
2,467,457	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
2,467,457	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
7,446,020	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
4,315,144	Grading, Aggregate, Drainage, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136
6,399,102	Excavation, Grading, Aggregate, Drainage, Concrete, Asphalt	2019	Springfield, Greene Co., MO	644107 - Yorktown Phase 5	Yorktown Holdings, LLC, 8711 E. 7th St Suite 120, Tulsa, OK 74136

[illegible]

Name of Organization		APAC Central	
Project Owner		City of Bentonville	Water Tower Rd & 8th St Extension Phase I
General Description of Project		Road Extension	
Project Cost		\$3,406,769.00	
Key Project Personnel		Project Manager	Project Superintendent
Name		Mason Drummond	Scott Beeks
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	City of Bentonville		???
Designer			
Construction Manager			
Project Owner		City of Springdale	64th Street Improvements & Extension, Phase 1
General Description of Project		Earthwork, Grading, Storm Drainage, Paving, Landscaping & Utilities	
Project Cost		\$8,197,640.00	
Key Project Personnel		Project Manager	Project Superintendent
Name		Grant Ferguson	John A. Wiles
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Ryan Carr	City Engineer	City of Springdale
Designer	Jonathan Strain	Project Engineer	Engineering Services Inc
Construction Manager	??	??	??
Project Owner		Owner	Project Name
General Description of Project		Description	
Project Cost		Cost	Date
Key Project Personnel		Project Manager	Project Superintendent
Name		??	??
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	??	??	??
Designer	??	??	??
Construction Manager	??	??	??

Schedule B—Previous Experience with Similar Projects

Name of Organization	APAC Central		Project Name	ArDOT 040579, College Ave - Hunstville Rd	
Project Owner	Arkansas State Highway Commission				
General Description of Project	Notch & Widen, Storm Drainage, Paving, Curb & Gutter				
Project Cost	\$6,097,000.00	Date Project Completed	October 2022		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Scott Beeks	John A. Wiles	Casey Hansen	John Corning	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Bashar Quedan	Inspector	ArDOT	479-251-9266	bashar.quedan@ardot.gov
Designer					
Construction Manager					

Project Owner	Project Name		
General Description of Project			
Project Cost	Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			
Construction Manager			

Project Owner	Project Name		
General Description of Project			
Project Cost	Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			
Construction Manager			

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB 22-91 TO APAC-CENTRAL, INC., FOR THE CONSTRUCTION OF THE WATER TOWER ROAD AND 8TH STREET EXTENSION PHASE 2 PROJECT, IN THE AMOUNT OF SIX MILLION FOUR HUNDRED SIX THOUSAND FIFTY-TWO DOLLARS AND FIFTY-TWO CENTS (\$6,406,052.52); AND FOR OTHER PURPOSES.

WHEREAS, APAC-Central, Inc. is the lowest qualified bidder for bid IFB-22-91;

WHEREAS, this contract covers the construction of Water Tower Road and 8th Street Extension Phase 2; and

WHEREAS, this contract will be paid using bond funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a contract with APAC-Central, Inc. for the construction of Water Tower Road and 8th Street Extension Phase 2 in the amount of six million four hundred six thousand fifty-two dollars and fifty-two cents (\$6,406,052.52);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	11/22/2022
Department	Engineering
Submitted by	Dan Weese
Phone	(479) 254-2024

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution allowing the Mayor and City Clerk to enter into a professional services agreement with O.R. Colan Associates, LLC for property acquisition services for NW 9th & D Street (PIIP22-0010, MUNIS 21EN0009). The cost of this contract will be \$59,500.00. This firm was selected following the City's standard SOQ selection process for the procurement of professional services in accordance with state law and the City's Purchasing Policy.					

Estimated Cost	\$59,500.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
This is a 2021 Drainage Bond Project	



Memorandum



To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Thursday, November 10, 2022

Re: Property Acquisition PSA for NW 9th & D Street (PIIP22-0010, MUNIS 21EN0009)

Staff requests approval of a resolution allowing the Mayor and City Clerk to enter into a Profession Service Agreement (PSA) with O. R. Colan Associates, LLC for property acquisition services for NW 9th & D Street (PIIP22-0010, MUNIS 21EN0009).

O.R. Colan Associates, LLC has been selected to perform all related property acquisition services needed for NW 9th & D Street (PIIP22-0010, MUNIS 21EN0009). These services include, but are not limited to, administrative services, title services, appraisals and appraisal reviews, waiver valuations, negotiations services, and closing services.

This PSA amount for this work is \$59,500.00.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My email is dweese@bentonvillear.com and my telephone number is (479) 254-2024.



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: NW 9th & D Street (PIIP22-0010, MUNIS 21EN0009) ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and O.R. COLAN ASSOCITATES, LLC, hereinafter referred to as "SERVICE PROVIDER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ (Month, Day, and Year) ("EFFECTIVE DATE").

RECITALS:

- A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the ACQUISITION SERVICE PROVIDER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The ACQUISITION SERVICE PROVIDER has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The ACQUISITION SERVICE PROVIDER wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ACQUISITION SERVICE PROVIDER agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

ACQUISITION SERVICE PROVIDER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

ACQUISITION SERVICE PROVIDER shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. ACQUISITION SERVICE PROVIDER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay ACQUISITION SERVICE PROVIDER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ACQUISITION SERVICE PROVIDER in accordance with this AGREEMENT.
- D. All fees paid to ACQUISITION SERVICE PROVIDER shall be based on invoices submitted by ACQUISITION SERVICE PROVIDER for work performed under this AGREEMENT, less any previous payments. ACQUISITION SERVICE PROVIDER shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ACQUISITION SERVICE PROVIDER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ACQUISITION SERVICE PROVIDER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ACQUISITION SERVICE PROVIDER shall immediately make every effort to settle the disputed portion of the invoice.

- F. In the event that the CITY becomes credibly informed that any representations of ACQUISITION SERVICE PROVIDER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ACQUISITION SERVICE PROVIDER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- G. If the CITY fails to make any payment, not in dispute, due to ACQUISITION SERVICE PROVIDER within thirty (30) days after receipt of an invoice, then the amount due to the ACQUISITION SERVICE PROVIDER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ACQUISITION SERVICE PROVIDER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ACQUISITION SERVICE PROVIDER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

- A. ACQUISITION SERVICE PROVIDER shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ACQUISITION SERVICE PROVIDER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ACQUISITION SERVICE PROVIDER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ACQUISITION SERVICE PROVIDER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. ACQUISITION SERVICE PROVIDER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for ACQUISITION SERVICE PROVIDER to perform any necessary investigations in relation to the PROJECT.
- B. ACQUISITION SERVICE PROVIDER will take reasonable precautions to minimize damage to the personal or real property in the performance of such investigations.
- C. CITY recognizes that ACQUISITION SERVICE PROVIDER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ACQUISITION SERVICE PROVIDER, at no additional cost to the CITY. In the event that ACQUISITION SERVICE PROVIDER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ACQUISITION SERVICE PROVIDER.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, and other documents, including those in electronic form, prepared by ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ACQUISITION SERVICE PROVIDER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ACQUISITION SERVICE PROVIDER's proprietary standard details that were developed by the ACQUISITION SERVICE PROVIDER prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. ACQUISITION SERVICE PROVIDER shall, upon completion of the services and full payment for the ACQUISITION SERVICE PROVIDER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, drawings, reports, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ACQUISITION SERVICE PROVIDER, its employees,

associates, agents and ACQUISITION SERVICE PROVIDERS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ACQUISITION SERVICE PROVIDER, its employees, contractor, agents and ACQUISITION SERVICE PROVIDERS.

- F. ACQUISITION SERVICE PROVIDER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ACQUISITION SERVICE PROVIDER's FEES.

ARTICLE IX - SAFETY

- A. CITY agrees to inform ACQUISITION SERVICE PROVIDER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ACQUISITION SERVICE PROVIDER shall communicate to its employees. ACQUISITION SERVICE PROVIDER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. ACQUISITION SERVICE PROVIDER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ACQUISITION SERVICE PROVIDER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ACQUISITION SERVICE PROVIDER. In the event suspension or termination is without cause, payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the ACQUISITION SERVICE PROVIDER, and in the event the CITY and ACQUISITION SERVICE PROVIDER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ACQUISITION SERVICE PROVIDER's services hereunder at no additional cost other than the payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ACQUISITION SERVICE PROVIDER prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT. In such event, CITY will notify ACQUISITION SERVICE PROVIDER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to ACQUISITION SERVICE PROVIDER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, ACQUISITION SERVICE PROVIDER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ACQUISITION SERVICE PROVIDER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ACQUISITION SERVICE PROVIDER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the ACQUISITION SERVICE PROVIDER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with ACQUISITION SERVICE PROVIDER's actions. All services to be performed by the ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ACQUISITION SERVICE PROVIDER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

- A. CITY and ACQUISITION SERVICE PROVIDER agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, ACQUISITION SERVICE PROVIDER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ACQUISITION SERVICE PROVIDER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - APPLICABLE LAWS

ACQUISITION SERVICE PROVIDER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will

be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVI - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, or any other like document regarding the PROJECT or ACQUISITION SERVICE PROVIDER's services.

ARTICLE XVII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XVIII - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed:**

FIFTY-NINE THOUSAND FIVE HUNDRED AND ZERO CENTS

\$ 59,500.00, unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ACQUISITION SERVICE PROVIDER.

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

<u>CITY OF BENTONVILLE</u>	<u>ACQUISITION SERVICE PROVIDER</u>
<u>CITY</u>	
<u>BY</u>	<u>BY:</u>
<u>MAYOR</u>	
<u>TITLE</u>	<u>TITLE</u>
<u>DATE SIGNED</u>	<u>DATE SIGNED</u>

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

ACQUISITION SERVICE PROVIDER will provide waivers, waiver reviews, negotiations and easement recordings; if necessary, appraisal and appraisal reviews.

Information and Services to be Provided by Consultant

1. Administrative Services:

- 1.1 Provide Monthly Progress reports to the City of Bentonville.
- 1.2 Attend meeting including the Consultant, the City of Bentonville, and others as scheduled at the sole discretion of the City Right of Way Division as to date, time, and location. The Consultant shall compile and distribute meeting minutes as required.
- 1.3 Maintain project records including, but not limited to, correspondence and documentation of contacts with property owners.
- 1.4 Overhead costs including salaries, travel, employee benefits, telephone, equipment, supplies, etc.
- 1.5 Prepare invoices for payment utilizing City of Bentonville standard invoicing procedures.
- 1.6 Attend Public Meetings to provide information regarding the right-of-way process to the Public, if needed.

2. Title Services:

- 2.1. Be responsible for furnishing updates or revised information to the City of Bentonville when change of ownership occurs subsequent to the right of way plan preparation.
- 2.4. Prepare proper instruments of conveyance.

3. Appraisal Services, if necessary for condemnation:

- 3.1. Review the Design Consultant's right of way and construction plans.
- 3.2. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.
- 3.3. Prepare scope of work, which is a written document between the City and the appraiser describing the appraiser's work and the assignment.
- 3.4. Contact property owners with invitation to accompany on inspection. This includes inviting the property owners, preferably in writing, to accompany the appraiser during the appraiser's inspection of the property and maintain record of contact in file.
- 3.5. Prepare appraisals in accordance with ARDOT Right of Way policies and procedures.
- 3.6. For on-premise signs, determine if cost to cure would be less than purchase and prepare waiver valuation or appraisal accordingly.

- 3.7. For off-premise signs, prepare appraisals utilizing forms provided by CITY in accordance with Federal regulations and CITY Right of Way policies and procedures.
- 3.8. Determine need for specialty report and advise CITY of recommendation. CITY will determine extent of report needed and most efficient and cost-effective method of preparation.
- 3.9. Prepare written notification to the CITY of any environmental concerns associated with the acquisition that could require environmental remediation.
- 3.10. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by CITY, under separate contract.
- 3.11. The Appraiser and Review Appraiser, if applicable, cannot be employed by, or otherwise associated with, the same appraisal company or firm.

4. Appraisal Review Services, if necessary for condemnation:

- 4.1. Review appraisal reports for each tract to determine consistency of values and compliance with the City policies and procedures and the Uniform Act, approve the fair market value, and recommend just compensation to the CITY.
- 4.2. Request any corrections or revisions from the appraiser, make minor corrections, make comments and provide additional supporting data as necessary to the appraisal report.
- 4.3. Provide a signed and dated certification of the appraisal review.
- 4.4. Review appraisals submitted by the property owners and comment by memorandum on the findings.
- 4.5. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the CITY.
- 4.6. The Appraiser and Review Appraiser, if applicable, cannot be employed by, or otherwise associated with, the same appraisal company or firm.
- 4.7. Appraisal Review Update Services includes: Review appraisal update reports for each tract to determine consistency of values and compliance with CITY policies and procedures and the Uniform Act, approve the fair market value and recommend just compensation to the CITY in accordance with responsibilities listed in 4.1.

5. Waiver Valuations and Waiver Valuation Review:

- 5.1. Waiver Valuations:
 - 5.1.1. Notify property owner as soon as feasible of the City's interest in acquiring the real property, including the City's obligation to secure an appraisal.
 - 5.1.2. Prepare waiver valuation in accordance with City Right of Way policies and procedures.
 - 5.1.3. Review the City of Bentonville Right of Way and construction plans.
 - 5.1.4. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.
- 5.2. Waiver Valuation Reviews:
 - 5.2.1. Check to ensure consistency with other waiver valuations and appraisals done for the project.

6. Negotiation Services:

- 6.1 Prepare the appropriate acquisition documents and assemble parcel packets.
- 6.2 Prepare an offer letter for signature by the appropriate City of Bentonville official stating the summary of the basis for the total amount offered.
- 6.3 Present offer letter to the property owner, discuss the offer amount and rationale for compensation and address any concerns. Advise the property owner of their full rights under the laws of eminent domain if no agreement can be reached and condemnation action is necessary.
- 6.4 Maintain a project log indicating, at a minimum, the dates of the following: waiver valuation or appraisal approved, initiation of negotiations, contract signed and recommendations for condemnation.
- 6.5 Maintain detailed records of all information pertinent to the job: ownership addresses, encumbrances, dated and signed negotiator notes, offer letters, and contracts. Negotiator notes should include a record of each contact, explanation of the plans, offers and counteroffers, property owner requests, opinions, proposed solutions and recommendations for condemnation.
- 6.6 As negotiations are completed, review parcel packets for completeness and distribute parcel packets for further handling.
- 6.7 Submit counteroffers from the property owners to the City of Bentonville with recommendations for acceptance or rejection.

6. Recording Services:

- 7.1. Recheck title for any ownership change prior to recording documents.
- 7.2. Deliver City warrants on negotiated settlements after obtaining proper execution of instruments of conveyance.
- 7.3. Record conveyance documents in appropriate county offices.

APPENDIX B SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ACQUISITION SERVICE PROVIDER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ACQUISITION SERVICE PROVIDER in accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ACQUISITION SERVICE PROVIDER.

SERVICES BY THE ACQUISITION SERVICE PROVIDER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to property acquisition
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Subcontracting of services by the ACQUISITION SERVICE PROVIDER shall have prior approval of the CITY.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

NW 9TH AND D STREET

O. R. Colan & Associates, LLC

JUSTIFICATION OF COST AND FEES

Service	No.	Cost Per Tract	Total Cost
Administrative Services	7	\$ 1,000	\$ 7,000
Waiver Valuation Services	7	\$ 600	\$ 4,200
Waiver Review Services	7	\$ 300	\$ 2,100
Negotiation Services	7	\$ 3,900	\$ 27,300
Closing Services (Drainage Easements only)	2	\$ 450	\$ 900
Subtotal of Initial Services			\$ 41,500
Appraisal Services (if necessary for condemnation)	2	\$ 6,000	\$ 12,000
Appraisal Review Services (if necessary for condemnation)	2	\$ 3,000	\$ 6,000
TOTAL			\$ 59,500

MILESTONE PAYMENT SCHEDULE

ITEM	SCHEDULE
Administrative Services	Monthly – Per Tract 100% After recorded easements have been submitted to the City
Initial and/or Updated Waiver Valuation or Appraisals	Monthly - Per Tract 100% of the Waiver Fee approved in the previous month
Initial and/or Review Waiver Valuation or Appraisals	Monthly - Per Tract 100% of the Waiver Review Fee approved in the previous month
Negotiation Services	Monthly – Per Tract 25% Upon Presentation of Offer 25% When Contract to Sell is signed or the Tract is recommended for condemnation 50% After the Contract to Sell has been accepted by the Department or Condemnation proceedings have been approved and a fully documented acquisition file has been submitted
Recording Services	Monthly – Per Tract 100% After recorded easements have been submitted to the City

DURATIONS:	
Waiver Valuations	21 days
Negotiations	45 days
Recorded Easements	5 days

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH O.R. COLAN ASSOCIATES, LLC, FOR PROPERTY ACQUISITION SERVICES FOR THE NORTHWEST 9TH AND D STREET PROJECT, IN THE AMOUNT OF FIFTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$59,500.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires professional services related to property acquisition for the Northwest 9th and D Street Project;

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

WHEREAS, this agreement will be paid using bond funds.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a professional services agreement with O.R. Colan Associates, LLC the amount of fifty-nine thousand five hundred dollars (\$59,500.00);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	11/22/2022
Department	Engineering
Submitted by	Dan Weese
Phone	(479) 254-2024

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution allowing the Mayor and City Clerk to enter into a professional services agreement with Volkert, Inc. for property acquisition services for Bentonville Sidewalk Improvements Acquisitions. The cost of this contract will be \$45,000.00. This firm was selected following the City's standard SOQ selection process for the procurement of professional services in accordance with state law and the City's Purchasing Policy. This is 2022 budgeted expense.					

Estimated Cost	\$45,000.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



Memorandum



To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Thursday, November 10, 2022

Re: Property Acquisition PSA for Bentonville Sidewalk Improvements Acquisitions

Staff requests approval of a resolution allowing the Mayor and City Clerk to enter into a Professional Service Agreement (PSA) with Volkert, Inc. for property acquisition services for Bentonville Sidewalk Improvements Acquisitions.

Volkert, Inc. has been selected to perform all related property acquisition services needed for Bentonville Sidewalk Improvements Acquisitions. These services include, but are not limited to, administrative services, title services, appraisals and appraisal reviews, waiver valuations, negotiations services, and closing services.

This PSA amount for this work is \$45,000.00.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My email is dweese@bentonvillear.com and my telephone number is (479) 254-2024.



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Bentonville Sidewalk Improvements Acquisitions ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Volkert, Inc., hereinafter referred to as "SERVICE PROVIDER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ (Month, Day, and Year) ("EFFECTIVE DATE").

RECITALS:

- A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the ACQUISITION SERVICE PROVIDER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The ACQUISITION SERVICE PROVIDER has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The ACQUISITION SERVICE PROVIDER wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ACQUISITION SERVICE PROVIDER agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

ACQUISITION SERVICE PROVIDER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

ACQUISITION SERVICE PROVIDER shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. ACQUISITION SERVICE PROVIDER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay ACQUISITION SERVICE PROVIDER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ACQUISITION SERVICE PROVIDER in accordance with this AGREEMENT.
- D. All fees paid to ACQUISITION SERVICE PROVIDER shall be based on invoices submitted by ACQUISITION SERVICE PROVIDER for work performed under this AGREEMENT, less any previous payments. ACQUISITION SERVICE PROVIDER shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ACQUISITION SERVICE PROVIDER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ACQUISITION SERVICE PROVIDER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ACQUISITION SERVICE PROVIDER shall immediately make every effort to settle the disputed portion of the invoice.

- F. In the event that the CITY becomes credibly informed that any representations of ACQUISITION SERVICE PROVIDER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ACQUISITION SERVICE PROVIDER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- G. If the CITY fails to make any payment, not in dispute, due to ACQUISITION SERVICE PROVIDER within thirty (30) days after receipt of an invoice, then the amount due to the ACQUISITION SERVICE PROVIDER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ACQUISITION SERVICE PROVIDER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ACQUISITION SERVICE PROVIDER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

- A. ACQUISITION SERVICE PROVIDER shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ACQUISITION SERVICE PROVIDER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ACQUISITION SERVICE PROVIDER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ACQUISITION SERVICE PROVIDER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. ACQUISITION SERVICE PROVIDER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for ACQUISITION SERVICE PROVIDER to perform any necessary investigations in relation to the PROJECT.
- B. ACQUISITION SERVICE PROVIDER will take reasonable precautions to minimize damage to the personal or real property in the performance of such investigations.
- C. CITY recognizes that ACQUISITION SERVICE PROVIDER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ACQUISITION SERVICE PROVIDER, at no additional cost to the CITY. In the event that ACQUISITION SERVICE PROVIDER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ACQUISITION SERVICE PROVIDER.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, and other documents, including those in electronic form, prepared by ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ACQUISITION SERVICE PROVIDER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ACQUISITION SERVICE PROVIDER's proprietary standard details that were developed by the ACQUISITION SERVICE PROVIDER prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. ACQUISITION SERVICE PROVIDER shall, upon completion of the services and full payment for the ACQUISITION SERVICE PROVIDER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, drawings, reports, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ACQUISITION SERVICE PROVIDER, its employees,

associates, agents and ACQUISITION SERVICE PROVIDERS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ACQUISITION SERVICE PROVIDER, its employees, contractor, agents and ACQUISITION SERVICE PROVIDERS.

- F. ACQUISITION SERVICE PROVIDER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ACQUISITION SERVICE PROVIDER's FEES.

ARTICLE IX - SAFETY

- A. CITY agrees to inform ACQUISITION SERVICE PROVIDER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ACQUISITION SERVICE PROVIDER shall communicate to its employees. ACQUISITION SERVICE PROVIDER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. ACQUISITION SERVICE PROVIDER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ACQUISITION SERVICE PROVIDER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ACQUISITION SERVICE PROVIDER. In the event suspension or termination is without cause, payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the ACQUISITION SERVICE PROVIDER, and in the event the CITY and ACQUISITION SERVICE PROVIDER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ACQUISITION SERVICE PROVIDER's services hereunder at no additional cost other than the payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ACQUISITION SERVICE PROVIDER prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT. In such event, CITY will notify ACQUISITION SERVICE PROVIDER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to ACQUISITION SERVICE PROVIDER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, ACQUISITION SERVICE PROVIDER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ACQUISITION SERVICE PROVIDER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ACQUISITION SERVICE PROVIDER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the ACQUISITION SERVICE PROVIDER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with ACQUISITION SERVICE PROVIDER's actions. All services to be performed by the ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ACQUISITION SERVICE PROVIDER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

- A. CITY and ACQUISITION SERVICE PROVIDER agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, ACQUISITION SERVICE PROVIDER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ACQUISITION SERVICE PROVIDER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - APPLICABLE LAWS

ACQUISITION SERVICE PROVIDER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will

be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVI - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, or any other like document regarding the PROJECT or ACQUISITION SERVICE PROVIDER's services.

ARTICLE XVII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XVIII - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed:**

FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS

\$ \$45,000.00, unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ACQUISITION SERVICE PROVIDER.

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

<u>CITY OF BENTONVILLE</u>	<u>Volkert, Inc.</u>
CITY	ACQUISITION SERVICE PROVIDER
<u>BY</u>	<u>BY:</u>
<u>MAYOR</u>	<u>Vice President</u>
TITLE	TITLE
<u>DATE SIGNED</u>	<u>DATE SIGNED</u>

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Right of way, utility easement, and temporary construction easement acquisition services for City of Bentonville sidewalk projects. Permanent right of way and easement acquisitions will be expected to need 30-year title search and commitments and closing services in addition to negotiation services to acquire. Temporary easements for construction will be performed with current owner certificates and negotiation services and closing services. Property acquisition is not anticipated to utilize full appraisal or valuation services or reports; however, pricing is included in Appendix C-1.1 and those services can be added as needed at the direction of the City.

APPENDIX B SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ACQUISITION SERVICE PROVIDER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ACQUISITION SERVICE PROVIDER in accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ACQUISITION SERVICE PROVIDER.

SERVICES BY THE ACQUISITION SERVICE PROVIDER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to property acquisition
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Subcontracting of services by the ACQUISITION SERVICE PROVIDER shall have prior approval of the CITY.

APPENDIX C SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

THE CITY OF BENTONVILLE
BENTONVILLE SIDEWALK IMPROVEMENTS ACQUISITIONS

Appendix C-1 **JUSTIFICATION OF COSTS AND FEES**

Service	No.	Cost Per Tract	Total Cost
Administrative Services	9	\$ 350	\$ 3,150
Title & Closing Services			
Title Commitment - 30 Year Title Search	8	\$ 600	\$ 4,800
Title Certificate - Current Owner	1	\$ 350	\$ 350
Closing Services Permanent Acquisition	8	\$ 500	\$ 4,000
Closing Services Temporary Acquisition	1	\$ 300	\$ 300
Initial Appraisal Services			
Waiver Valuation - Restricted Appraisal	0	\$ 1,650	\$ -
Detailed Appraisal - Vacant Residential Land	0	\$ 3,750	\$ -
Detailed Appraisal - Vacant Agricultural Land	0	\$ 3,750	\$ -
Detailed Appraisal - Vacant Commercial Land	0	\$ 3,750	\$ -
Detailed Appraisal - Residential Single Family	0	\$ 4,250	\$ -
Detailed Appraisal - Residential Multi-Family	0	\$ 4,950	\$ -
Detailed Appraisal - Small Commercial Property	0	\$ 4,950	\$ -
Detailed Appraisal - Large Commercial Property	0	\$ 6,500	\$ -
Detailed Appraisal - Improved Agricultural Property	0	\$ 4,950	\$ -
Billboard Valuation	0	\$ 3,950	\$ -
Appraisal Services - Updates			
Waiver Valuation	0	\$ 850	\$ -
Detailed Appraisal - Vacant Residential Land	0	\$ 1,400	\$ -
Detailed Appraisal - Vacant Agricultural Land	0	\$ 1,400	\$ -
Detailed Appraisal - Vacant Commercial Land	0	\$ 1,400	\$ -
Detailed Appraisal - Residential Single Family	0	\$ 2,150	\$ -
Detailed Appraisal - Residential Multi-Family	0	\$ 2,500	\$ -
Detailed Appraisal - Small Commercial Property	0	\$ 2,500	\$ -
Detailed Appraisal - Large Commercial Property	0	\$ 3,250	\$ -
Detailed Appraisal - Improved Agricultural Property	0	\$ 2,500	\$ -
Billboard Valuation	0	\$ 2,000	\$ -
Negotiation & Waiver Valuation Services			
Negotiation Services	9	\$ 3,950	\$ 35,550
Waiver Valuation Services	0	\$ 1,250	\$ -
Eminent Domain/Relocation Appeal Hearings			
Pre-Trial Conference (1/2 day)	0	\$ 1,000	\$ -
Pre-Trial Conference (full day)	0	\$ 2,000	\$ -
Expert Witness at Trial/Hearing (1/2 day)	0	\$ 1,200	\$ -
Expert Witness at Trial/Hearing (full day)	0	\$ 2,400	\$ -
TOTAL			\$ 45,000

C-1

**CITY OF BENTONVILLE
RIGHT OF WAY ACQUISITION SERVICES
BENTONVILLE SIDEWALK IMPROVEMENTS ACQUISITIONS
APPENDIX C-1.1**

COST ESTIMATE PER TRACT

	Fee
Administrative Services	\$350.00/Tract

Title Services	
Title Commitment - 30 Year Title Search	\$600.00/Tract
Title Certificate – Current Owner	\$350.00/Tract

Initial Appraisal Services	\$ / Tract
Restricted Appraisal – Waiver Valuation	\$1,650.00
Detailed Appraisal – Vacant Residential Land	\$3,750.00
Detailed Appraisal – Vacant Agricultural Land	\$3,750.00
Detailed Appraisal – Vacant Commercial Land	\$3,750.00
Detailed Appraisal - Residential Single Family	\$4,250.00
Detailed Appraisal - Residential Multi-Family	\$4,950.00
Detailed Appraisal - Small Commercial Property	\$4,950.00
Detailed Appraisal - Large Commercial Property	\$6,500.00
Detailed Appraisal - Improved Agricultural Property	\$4,950.00
Billboard Valuation	\$3,950.00

Appraisal Services - Updates	\$ / Tract
Compensation Estimate (\$10,000.00 or Less)	\$850.00
Detailed Appraisal – Vacant Residential Land	\$1,400.00
Detailed Appraisal – Vacant Agricultural Land	\$1,400.00
Detailed Appraisal – Vacant Commercial Land	\$1,400.00
Detailed Appraisal - Residential Single Family	\$2,150.00
Detailed Appraisal - Residential Multi-Family	\$2,500.00
Detailed Appraisal - Small Commercial Property	\$2,500.00
Detailed Appraisal - Large Commercial Property	\$3,250.00
Detailed Appraisal - Improved Agricultural Property	\$2,500.00
Billboard Valuation	\$2,000.00

C1.1-1

COST ESTIMATE PER TRACT

Negotiation & Waiver Valuation Services	\$ / Tract
Negotiation Services	\$3,950.00
Compensation Estimate - Waiver Valuation	\$1,250.00

Closing Services	\$ / Tract
Permanent Acquisition	\$500.00
Temporary Acquisition, only	\$300.00

Eminent Domain/Relocation Proceedings	
Pre-trial Conference (1/2 Day)	\$1,000.00
Pre-trial Conference (Full Day)	\$2,000.00
Expert Witness at Trial/Hearing (1/2 Day)	\$1,200.00
Expert Witness at Trial/Hearing (Full Day)	\$2,400.00

C1.1-2

**CITY OF BENTONVILLE
BENTONVILLE SIDEWALK IMPROVEMENTS**

APPENDIX C-2 - MILESTONE PAYMENT SCHEDULE

ITEM	SCHEDULE
Title Services	Monthly - Per Tract 100% of Title Fee for Title Certificates or Commitments completed in the previous month
Negotiation Services	Monthly – Per Tract 25% Upon Presentation of Offer 25% When Acquiring Instrument is signed or the Tract is recommended for condemnation 50% After the Acquisition Documents are approved or the Condemnation Packet is approved and a fully documented acquisition file has been submitted
Closing Services	Monthly – Per Tract 100% After closing is completed and all original closing documents have been submitted to the City
Eminent Domain/Relocation Hearings	Monthly – Per Tract 100% of services completed in the previous month

|

C-2

CITY OF BENTONVILLE
BENTONVILLE SIDEWALK IMPROVEMENTS
VOLKERT, INC.

APPENDIX C-3

PROJECT SCHEDULE

Task	Start	Finish
Title Services	Notice To Proceed	01/30/2023
Inspect Acquisition Tracts	01/16/2023	02/15/2023
Develop Estimated Property Values and Approved Offer Letters	01/30/2023	02/28/2023
Negotiations	03/01/2023	05/31/2023
Closing Services	03/20/2023	06/30/2023
Eminent Domain Files (If required)	05/01/2023	05/31/2023

Schedule based on an estimated Notice To Proceed Date of January 2, 2023

Schedule based on right of way staking completion by or before 01/31/2023

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH VOLKERT, INC., FOR PROPERTY ACQUISITION SERVICES FOR BENTONVILLE SIDEWALK PROJECTS, IN THE AMOUNT OF FORTY-FIVE THOUSAND DOLLARS (\$45,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires professional services related to property acquisition for sidewalk improvement projects;

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

WHEREAS, this agreement will be paid using budgeted funds.

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

Section 1: That the Mayor and Clerk are hereby authorized to enter into a professional services agreement with Volkert, Inc. in the amount of forty-five thousand dollars (\$45,000.00);

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

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

PASSED and APPROVED this ____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	11/22/2022
Department	Accounting
Submitted by	Gladys Shoemake
Phone	(479) 271-3115

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 \$8,500.00 to cover public notification (newspaper publication) expenses for the rest of 2022. The Purchasing Department has published over 100 solicitations in 2022, with numerous solicitations requiring a second publication due to re-bids.					

Estimated Cost	\$8,500.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
General Fund Reserves	





Budget Adjustment Request

Date of City Council Meeting	11/22/2022
Department	Accounting
Submitted by	Gladys Shoemake
Phone	(479) 271-3115

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Increase budget for Public Notification (45410) to cover remaining 2022 newspaper publication expenses for bids/solicitations through use of General Fund Reserves.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101040	45410	Public Notification		\$ 8,500.00
		Totals	\$ -	\$ 8,500.00
		Net Impact on Fund Balance	\$ (8,500.00)	

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



www.bentonvillear.com

PLEASE RECYCLE



RESOLUTION NO. _____

A RESOLUTION ADJUSTING THE 2022 BUDGET TO APPROPRIATE EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00) FROM GENERAL FUND TO ACCOUNT #101040-45410 – PUBLIC NOTIFICATION; AND FOR OTHER PURPOSES.

WHEREAS, the City has published over one hundred (100) solicitations in 2022;

WHEREAS, several of the solicitation required re-bids with additional publication costs; and

WHEREAS, a budget adjustment in the amount of eight thousand five hundred dollars (\$8,500.00) from General Fund is needed to fund this additional cost.

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

Section 1: The 2022 budget is hereby adjusted to appropriate eight thousand five hundred dollars (\$8,500.00) from General Fund to Account #101040-45410 – Public Notification;

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



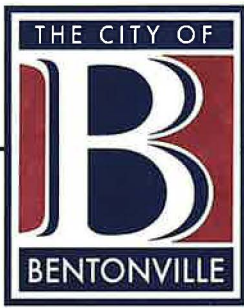
Agenda Item Form

Date of City Council Meeting	11/22/2022
Department	Accounting
Submitted by	Heather Delhagen
Phone	479-418-8649

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Approve Resolution adopting the 2023 Budget.					

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





November 17, 2022

Dear City Council Members,

The FY2023 budget continues a focused effort to provide the personnel, equipment and infrastructure needed to serve our citizens. There is a strong focus on personnel and technology in this budget to meet the needs and quality standards of our growing city.

The guiding principles of public safety, fiscal sustainability, quality of life and economic vitality continue to guide budget recommendations. The City remains financially sound and pragmatic in our mission to serve our citizens as we carry on a reputation of being a good steward of our community's tax dollars.

The development of this budget has been a collaborative effort with detailed input from every department and City of Bentonville Leadership. I want to thank city staff for the hard work, meetings and planning that have gone into the preparation of this proposed annual budget. In addition, I would like to thank City Council in advance for their consideration of the FY2023 budget. Finally, I want to say thank you to our citizens, other elected officials, and board/commission members for their time and effort to make Bentonville a great place to live, work and play.

All My Best,

Stephanie Orman
Mayor of Bentonville



CITY OF BENTONVILLE 2023 BUDGET

Key Notes

1. The 2023 budget includes a 6.0% Merit
2. The Fire Department and the Building Inspection Department are combined in the 2023 Budget

City of Bentonville

Table of Contents

	Page
Governmental Funds	
General Fund - All Departments	3
Administration	4
Accounting	5
District Court	6
Planning	7
Engineering	8
Airport	9
Police	10
Fire	11
Public Works Maintenance	12
Parks and Recreation	13
Library	14
Animal Services	15
Transportation and Street	16
Impact and Capacity Fees - All Departments	17
Police Impact Fees	18
Fire Impact Fees	19
Water Capacity Fees	20
Wastewater Capacity Fees	21
Parks and Recreation Impact Fees	22
Library Impact Fees	23
Capital Projects Fund	24
Debt Service Fund	25
Governmental Funds - Personnel	26
Governmental Funds - Professional Services exceeding \$20,000	27
Governmental Funds - Capital	28-31
Governmental Funds - Use of Reserves and Impact Fees	32
Enterprise Funds	
Utility Fund - All Departments	33
Electric	34
Water	35
Wastewater	36
Sewer Rehab	37
Sanitation	38
Inventory	39
Utility Billing and Meter	40
Enterprise Funds - Personnel	41
Enterprise Funds - Professional Services exceeding \$20,000	42
Enterprise Funds - Capital	43-45
Enterprise Funds - Use of Reserves	45
All Funds	46

City of Bentonville

2023 Budget

General Fund

All Departments

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ 51,970,277	\$ 49,105,712	\$ 55,788,647	\$ 6,682,935	13.6%
Licenses & Permits	2,718,318	1,720,965	2,280,565	559,600	32.5%
Intergovernmental Revenue	2,059,099	559,019	553,435	(5,584)	-1.0%
Charge for Services	5,414,282	6,199,683	6,755,438	555,755	9.0%
Special Assessments/Fines	485,950	399,956	508,199	108,243	27.1%
Interest/Rent	218,003	229,378	381,335	151,957	66.2%
Other Income	2,385,533	110,000	604,064	494,064	449.1%
Total Revenues	65,251,462	58,324,713	66,871,683	8,546,970	14.7%
Expenditures					
Operations and Maintenance					
Salaries & Wages	24,442,248	28,260,833	31,738,610	3,477,777	12.3%
Benefits	10,403,468	12,162,084	12,530,458	368,374	3.0%
Supplies & Materials	2,361,305	3,110,265	3,827,537	717,272	23.1%
Professional Services	4,060,680	3,943,307	4,332,161	388,854	9.9%
Technology Maintenance/Minor Equipment	1,243,741	1,806,872	2,479,270	672,398	37.2%
Property Services	1,953,099	2,608,005	2,839,197	231,192	8.9%
Other Services	999,008	1,454,398	1,830,562	376,164	25.9%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	45,463,549	53,345,764	59,577,794	6,232,030	11.7%
Capital Expenditures					
Capital	9,011,361	9,518,167	17,141,402	7,623,235	80.1%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	9,011,361	9,518,167	17,141,402	7,623,235	80.1%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	54,474,910	62,863,931	76,719,197	13,855,266	22.0%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	147,688	-	1,502,314	1,502,314	--
Use of Reserves	-	4,825,000	8,701,359	3,876,359	80.3%
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	77,050	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	(69,934)	-	-	-	--
Total Other Financing Sources and Uses	154,804	4,825,000	10,203,673	5,378,673	111.5%
Net	\$ 10,931,356	\$ 285,782	\$ 356,159	\$ 70,377	24.6%

City of Bentonville
2023 Budget
General Fund
Department: Administration

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ 50,154,358	\$ 47,308,107	\$ 53,873,513	\$ 6,565,406	13.9%
Licenses & Permits	75,360	64,547	75,359	10,812	16.8%
Intergovernmental Revenue	73,378	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	162,828	172,278	323,974	151,696	88.1%
Other Income	179,247	-	-	-	--
Total Revenues	50,645,171	47,544,932	54,272,846	6,727,914	14.2%
Expenditures					
Operations and Maintenance					
Salaries & Wages	1,627,365	2,010,599	2,417,585	406,986	20.2%
Benefits	619,376	824,246	960,935	136,689	16.6%
Supplies & Materials	95,083	92,250	81,150	(11,100)	-12.0%
Technology Maintenance/Minor Equipment	241,481	504,824	650,101	145,277	28.8%
Professional Services	263,415	235,430	294,575	59,145	25.1%
Property Services	166,622	165,866	164,832	(1,034)	-0.6%
Other Services	192,708	290,978	471,616	180,638	62.1%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	3,206,050	4,124,193	5,040,794	916,601	22.2%
Capital Expenditures					
Capital	445,539	2,158,256	2,230,197	71,941	3.3%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	445,539	2,158,256	2,230,197	71,941	3.3%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	3,651,589	6,282,449	7,270,991	988,542	15.7%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	1,950,000	2,073,359	123,359	6.3%
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	1,950,000	2,073,359	123,359	6.3%
Net	\$ 46,993,582	\$ 43,212,483	\$ 49,075,214	\$ 5,862,731	13.6%

City of Bentonville
2023 Budget
General Fund
Department: Accounting

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	-	-	-	-	--
Other Income	4,769	-	106,000	106,000	--
Total Revenues	4,769	-	106,000	106,000	--
Expenditures					
Operations and Maintenance					
Salaries & Wages	615,736	869,196	874,171	4,975	0.6%
Benefits	270,415	384,568	363,975	(20,593)	-5.4%
Supplies & Materials	17,030	22,160	25,020	2,860	12.9%
Technology Maintenance/Minor Equipment	129,673	144,482	175,644	31,162	21.6%
Professional Services	56,507	73,500	74,500	1,000	1.4%
Property Services	1,355	1,262	600	(662)	-52.5%
Other Services	31,885	42,750	38,580	(4,170)	-9.8%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	1,122,601	1,537,918	1,552,489	14,571	0.9%
Capital Expenditures					
Capital	-	-	-	-	--
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	-	-	-	-	--
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	1,122,601	1,537,918	1,552,489	14,571	0.9%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	-	-	--
Net	\$ (1,117,832)	\$ (1,537,918)	\$ (1,446,489)	\$ 91,429	-5.9%

City of Bentonville
2023 Budget
General Fund
Department: District Court

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	36,533	47,760	47,760	-	0.0%
Charge for Services	66,635	56,298	67,583	11,285	20.0%
Special Assessments/Fines	414,574	338,122	427,969	89,847	26.6%
Interest/Rent	726	700	301	(399)	-57.0%
Other Income	16,516	-	-	-	--
Total Revenues	534,984	442,880	543,613	100,733	22.7%
Expenditures					
Operations and Maintenance					
Salaries & Wages	394,101	505,520	490,891	(14,629)	-2.9%
Benefits	182,945	228,040	226,313	(1,727)	-0.8%
Supplies & Materials	11,198	34,500	32,550	(1,950)	-5.7%
Technology Maintenance/Minor Equipment	29,572	109,815	101,140	(8,675)	-7.9%
Professional Services	29,637	50,500	46,783	(3,717)	-7.4%
Property Services	30,017	51,650	55,200	3,550	6.9%
Other Services	8,116	28,192	28,312	120	0.4%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	685,586	1,008,217	981,189	(27,028)	-2.7%
Capital Expenditures					
Capital	144,923	-	35,515	35,515	--
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	144,923	-	35,515	35,515	--
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	830,509	1,008,217	1,016,704	8,213	0.8%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	-	-	--
Net	\$ (295,525)	\$ (565,337)	\$ (473,091)	\$ 92,521	-16.4%

City of Bentonville

2023 Budget

General Fund

Department: Planning

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	123,650	114,025	123,650	9,625	8.4%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	-	-	-	-	--
Other Income	-	-	-	-	--
Total Revenues	123,650	114,025	123,650	9,625	8.4%
Expenditures					
Operations and Maintenance					
Salaries & Wages	724,707	940,994	925,442	(15,552)	-1.7%
Benefits	308,929	409,174	363,462	(45,712)	-11.2%
Supplies & Materials	26,263	48,100	66,340	18,240	37.9%
Technology Maintenance/Minor Equipment	47,075	66,015	64,141	(1,874)	-2.8%
Professional Services	244,058	527,100	738,440	211,340	40.1%
Property Services	42,476	93,200	79,358	(13,842)	-14.9%
Other Services	48,846	109,012	110,567	1,555	1.4%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	1,442,354	2,193,595	2,347,750	154,155	7.0%
Capital Expenditures					
Capital	-	55,000	-	(55,000)	-100.0%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	-	55,000	-	(55,000)	-100.0%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	1,442,354	2,248,595	2,347,750	99,155	4.4%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	-	-	--
Net	\$ (1,318,704)	\$ (2,134,570)	\$ (2,224,100)	\$ (89,530)	4.2%

City of Bentonville
2023 Budget
General Fund
Department: Engineering

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	2,300	2,600	2,600	-	0.0%
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	8,275	8,650	9,500	850	9.8%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	-	-	-	-	--
Other Income	128,000	-	-	-	--
Total Revenues	138,575	11,250	12,100	850	7.6%
Expenditures					
Operations and Maintenance					
Salaries & Wages	615,774	781,326	836,815	55,489	7.1%
Benefits	232,422	310,986	308,839	(2,147)	-0.7%
Supplies & Materials	13,730	50,700	14,000	(36,700)	-72.4%
Technology Maintenance/Minor Equipment	15,098	30,585	29,175	(1,410)	-4.6%
Professional Services	61,217	68,736	63,845	(4,892)	-7.1%
Property Services	24,007	12,035	11,835	(200)	-1.7%
Other Services	5,667	19,900	19,872	(28)	-0.1%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	967,915	1,274,268	1,284,381	10,113	0.8%
Capital Expenditures					
Capital	22,666	1,195,000	2,428,000	1,233,000	103.2%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	22,666	1,195,000	2,428,000	1,233,000	103.2%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	990,581	2,469,268	3,712,381	1,243,113	50.3%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	1,125,000	2,428,000	1,303,000	115.8%
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	(69,934)	-	-	-	--
Total Other Financing Sources and Uses	(69,934)	1,125,000	2,428,000	1,303,000	115.8%
Net	\$ (921,940)	\$ (1,333,018)	\$ (1,272,281)	\$ 60,737	-4.6%

City of Bentonville

2023 Budget

General Fund

Department: Airport

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ 38,847	\$ 26,947	\$ 38,846	\$ 11,899	44.2%
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	1,243,222	-	-	-	--
Charge for Services	26,522	18,620	26,521	7,901	42.4%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	45,661	45,000	45,660	660	1.5%
Other Income	78,005	82,000	87,180	5,180	6.3%
Total Revenues	1,432,257	172,567	198,207	25,640	14.9%
Expenditures					
Operations and Maintenance					
Salaries & Wages	-	-	-	-	--
Benefits	-	-	-	-	--
Supplies & Materials	81,113	86,000	90,957	4,957	5.8%
Technology Maintenance/Minor Equipment	-	80	4,135	4,055	5069.3%
Professional Services	55,963	42,000	-	(42,000)	-100.0%
Property Services	22,334	52,700	97,700	45,000	85.4%
Other Services	4,063	7,526	9,326	1,800	23.9%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	163,473	188,306	202,118	13,812	7.3%
Capital Expenditures					
Capital	1,220,271	-	-	-	--
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	1,220,271	-	-	-	--
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	1,383,744	188,306	202,118	13,812	7.3%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	-	-	--
Net	\$ 48,513	\$ (15,739)	\$ (3,911)	\$ 11,828	-75.1%

City of Bentonville
2023 Budget
General Fund
Department: Police Department

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ 465,033	\$ 465,033	\$ 495,771	\$ 30,738	6.6%
Licenses & Permits	2,274	2,734	-	(2,734)	-100.0%
Intergovernmental Revenue	579,893	480,000	480,000	-	0.0%
Charge for Services	684,815	898,690	723,700	(174,990)	-19.5%
Special Assessments/Fines	24,510	21,834	25,230	3,396	15.6%
Interest/Rent	-	-	-	-	--
Other Income	131,127	-	-	-	--
Total Revenues	1,887,652	1,868,291	1,724,701	(143,590)	-7.7%
Expenditures					
Operations and Maintenance					
Salaries & Wages	7,487,589	8,418,564	9,392,481	973,917	11.6%
Benefits	3,453,837	3,894,513	3,741,925	(152,588)	-3.9%
Supplies & Materials	573,979	683,180	887,334	204,154	29.9%
Technology Maintenance/Minor Equipment	263,318	362,090	622,031	259,941	71.8%
Professional Services	316,420	278,722	274,222	(4,500)	-1.6%
Property Services	474,771	617,032	653,970	36,938	6.0%
Other Services	292,620	360,106	381,911	21,805	6.1%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	12,862,534	14,614,207	15,953,874	1,339,667	9.2%
Capital Expenditures					
Capital	745,073	1,407,010	1,552,206	145,196	10.3%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	745,073	1,407,010	1,552,206	145,196	10.3%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	13,607,607	16,021,217	17,506,080	1,484,863	9.3%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	250,000	-	(250,000)	-100.0%
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	5,000	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	5,000	250,000	-	(250,000)	-100.0%
Net	\$ (11,714,955)	\$ (13,902,926)	\$ (15,781,379)	\$ (1,878,453)	13.5%

City of Bentonville
2023 Budget
General Fund
Department: Fire Department

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ 1,312,039	\$ 1,305,625	\$ 1,380,517	\$ 74,892	5.7%
Licenses & Permits	2,638,384	1,651,084	2,202,606	551,522	33.4%
Intergovernmental Revenue	13,259	13,259	14,875	1,616	12.2%
Charge for Services	1,344,964	1,217,414	1,344,181	126,767	10.4%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	109	-	-	-	--
Other Income	56,964	20,000	333,884	313,884	1569.4%
Total Revenues	5,365,719	4,207,382	5,276,063	1,068,681	25.4%
Expenditures					
Operations and Maintenance					
Salaries & Wages	7,576,132	8,443,923	9,563,929	1,120,006	13.3%
Benefits	3,327,212	3,773,487	3,925,614	152,127	4.0%
Supplies & Materials	483,209	653,235	755,791	102,556	15.7%
Technology Maintenance/Minor Equipment	289,116	246,476	385,847	139,371	56.5%
Professional Services	344,908	422,697	467,465	44,768	10.6%
Property Services	367,148	515,610	554,050	38,440	7.5%
Other Services	217,697	324,107	466,507	142,400	43.9%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	12,605,422	14,379,535	16,119,204	1,739,669	12.1%
Capital Expenditures					
Capital	2,567,251	2,564,246	2,880,775	316,529	12.3%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	2,567,251	2,564,246	2,880,775	316,529	12.3%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	15,172,673	16,943,781	18,999,978	2,056,197	12.1%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	1,050,000	1,500,000	450,000	42.9%
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	72,050	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	72,050	1,050,000	1,500,000	450,000	42.9%
Net	\$ (9,734,904)	\$ (11,686,399)	\$ (12,223,915)	\$ (537,516)	4.6%

City of Bentonville
2023 Budget
General Fund
Department: Public Works Maintenance

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	94,900	66,986	79,425	12,439	18.6%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	21	-	-	-	--
Other Income	62	-	-	-	--
Total Revenues	94,983	66,986	79,425	12,439	18.6%
Expenditures					
Operations and Maintenance					
Salaries & Wages	971,324	1,103,456	1,187,837	84,381	7.6%
Benefits	447,895	506,406	520,422	14,016	2.8%
Supplies & Materials	134,132	150,500	159,100	8,600	5.7%
Technology Maintenance/Minor Equipment	6,110	13,775	19,875	6,100	44.3%
Professional Services	349,572	431,500	441,500	10,000	2.3%
Property Services	124,743	158,750	154,500	(4,250)	-2.7%
Other Services	17,937	14,025	14,451	426	3.0%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	2,051,713	2,378,412	2,497,684	119,272	5.0%
Capital Expenditures					
Capital	1,422,506	142,000	997,000	855,000	602.1%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	1,422,506	142,000	997,000	855,000	602.1%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	3,474,219	2,520,412	3,494,684	974,272	38.7%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	400,000	400,000	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	400,000	400,000	--
Net	\$ (3,379,236)	\$ (2,453,426)	\$ (3,015,259)	\$ (561,833)	22.9%

City of Bentonville
2023 Budget
General Fund
Department: Parks and Recreation

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	97,064	-	-	-	--
Charge for Services	3,064,521	3,819,000	4,380,878	561,878	14.7%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	22	-	-	-	--
Other Income	1,782,379	-	-	-	--
Total Revenues	4,943,986	3,819,000	4,380,878	561,878	14.7%
Expenditures					
Operations and Maintenance					
Salaries & Wages	3,462,467	4,023,851	4,542,905	519,054	12.9%
Benefits	1,269,328	1,467,829	1,613,246	145,417	9.9%
Supplies & Materials	714,858	1,036,640	1,382,745	346,105	33.4%
Technology Maintenance/Minor Equipment	23,663	33,680	119,795	86,115	255.7%
Professional Services	2,291,434	1,745,622	1,772,706	27,084	1.6%
Property Services	617,764	780,315	856,650	76,335	9.8%
Other Services	133,528	193,666	222,920	29,254	15.1%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	8,513,042	9,281,603	10,510,968	1,229,365	13.2%
Capital Expenditures					
Capital	2,425,230	1,949,155	6,908,919	4,959,764	254.5%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	2,425,230	1,949,155	6,908,919	4,959,764	254.5%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	10,938,272	11,230,758	17,419,887	6,189,129	55.1%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	147,688	-	1,500,000	1,500,000	--
Use of Reserves	-	450,000	2,300,000	1,850,000	411.1%
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	147,688	450,000	3,800,000	3,350,000	744.4%
Net	\$ (5,846,598)	\$ (6,961,758)	\$ (9,239,009)	\$ (2,277,251)	32.7%

City of Bentonville

2023 Budget

General Fund

Department: Library

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	15,750	18,000	10,800	(7,200)	-40.0%
Charge for Services	-	-	-	-	--
Special Assessments/Fines	46,866	40,000	55,000	15,000	37.5%
Interest/Rent	8,636	11,400	11,400	-	0.0%
Other Income	8,134	8,000	21,000	13,000	162.5%
Total Revenues	79,386	77,400	98,200	20,800	26.9%
Expenditures					
Operations and Maintenance					
Salaries & Wages	967,053	1,066,603	1,193,693	127,090	11.9%
Benefits	291,109	323,578	337,161	13,583	4.2%
Supplies & Materials	210,710	223,500	230,950	7,450	3.3%
Technology Maintenance/Minor Equipment	198,635	262,425	295,450	33,025	12.6%
Professional Services	47,549	27,500	49,500	22,000	80.0%
Property Services	81,862	129,985	149,735	19,750	15.2%
Other Services	45,941	59,886	57,750	(2,136)	-3.6%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	1,842,859	2,093,477	2,314,239	220,762	10.5%
Capital Expenditures					
Capital	17,902	22,500	108,791	86,291	383.5%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	17,902	22,500	108,791	86,291	383.5%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	1,860,761	2,115,977	2,423,030	307,053	14.5%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	2,314	2,314	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	2,314	2,314	--
Net	\$ (1,781,375)	\$ (2,038,577)	\$ (2,322,516)	\$ (283,939)	13.9%

City of Bentonville
2023 Budget
General Fund
Department: Animal Services

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	-	-	-	-	--
Other Income	330	-	56,000	56,000	--
Total Revenues	330	-	56,000	56,000	--
Expenditures					
Operations and Maintenance					
Salaries & Wages	-	96,801	312,862	216,061	223.2%
Benefits	-	39,257	168,565	129,308	329.4%
Supplies & Materials	-	29,500	101,600	72,100	244.4%
Technology Maintenance/Minor Equipment	-	32,625	11,935	(20,690)	-63.4%
Professional Services	-	40,000	108,625	68,625	171.6%
Property Services	-	29,600	60,767	31,167	105.3%
Other Services	-	4,250	8,750	4,500	105.9%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	-	272,033	773,104	501,071	184.2%
Capital Expenditures					
Capital	-	25,000	-	(25,000)	-100.0%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	-	25,000	-	(25,000)	-100.0%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	-	297,033	773,104	476,071	160.3%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	-	-	--
Net	\$ 330	\$ (297,033)	\$ (717,104)	\$ (420,071)	141.4%

City of Bentonville
2023 Budget
Transportation and Street Fund

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ 5,813,770	\$ 6,104,998	\$ 7,020,958	\$ 915,960	15.0%
Licenses & Permits	17,034	-	17,000	17,000	--
Intergovernmental Revenue	99,197	-	-	-	--
Charge for Services	51,265	29,181	21,000	(8,181)	-28.0%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	29,405	20,979	40,345	19,366	92.3%
Other Income	1,433,233	-	-	-	--
Total Revenues	7,443,904	6,155,158	7,099,303	944,145	15.3%
Expenditures					
Operations and Maintenance					
Salaries & Wages	1,386,849	1,638,087	1,824,395	186,308	11.4%
Benefits	668,420	731,988	747,341	15,353	2.1%
Supplies & Materials	187,841	160,500	241,250	80,750	50.3%
Technology Maintenance/Minor Equipment	39,342	58,272	83,631	25,359	43.5%
Professional Services	166,341	135,142	153,102	17,960	13.3%
Property Services	519,078	492,040	846,974	354,934	72.1%
Other Services	33,576	50,270	65,546	15,276	30.4%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	3,001,447	3,266,299	3,962,239	695,940	21.3%
Capital Expenditures					
Capital	2,400,074	1,914,500	2,663,500	749,000	39.1%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	2,400,074	1,914,500	2,663,500	749,000	39.1%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	5,401,521	5,180,799	6,625,739	1,444,940	27.9%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	1,123,678	-	-	-	--
Transfers In	69,934	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	1,193,612	-	-	-	--
Net	\$ 3,235,995	\$ 974,359	\$ 473,564	\$ (500,795)	-51.4%

City of Bentonville
2023 Budget
Impact and Capacity Fees Fund
All Departments

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	0	-	-	-	--
Special Assesments/Fines	4,150,437	1,785,000	1,785,000	-	0.0%
Interest/Rent	26,576	-	-	-	--
Other Income	-	-	-	-	--
Total Revenues	4,177,013	1,785,000	1,785,000	-	0.0%
Expenditures					
Operations and Maintenance					
Salaries & Wages	(1)	-	-	-	--
Benefits	1	-	-	-	--
Supplies & Materials	0	-	-	-	--
Professional Services	(1)	-	-	-	--
Technology Maintenance/Minor Equipment	0	-	-	-	--
Property Services	0	-	-	-	--
Other Services	0	-	-	-	--
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	(0)	-	-	-	--
Capital Expenditures					
Capital	2	-	-	-	--
Setasides - Capital Items	-	1,785,000	1,785,000	-	0.0%
Total Capital Expenditures	2	1,785,000	1,785,000	-	0.0%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	2	1,785,000	1,785,000	-	0.0%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	147,688	-	(1,502,314)	(1,502,314)	--
Total Other Financing Sources and Uses	147,688	-	(1,502,314)	(1,502,314)	--
Net	\$ 4,324,700	\$ -	\$ (1,502,314)	\$ (1,502,314)	--

City of Bentonville
2023 Budget
Impact and Capacity Fees Fund
Department: Police Impact

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	1,432,955	500,000	500,000	-	0.0%
Interest/Rent	2,530	-	-	-	--
Other Income	-	-	-	-	--
Total Revenues	1,435,485	500,000	500,000	-	0.0%
Expenditures					
Operations and Maintenance					
Salaries & Wages	-	-	-	-	--
Benefits	-	-	-	-	--
Supplies & Materials	-	-	-	-	--
Technology Maintenance/Minor Equipment	-	-	-	-	--
Professional Services	-	-	-	-	--
Property Services	-	-	-	-	--
Other Services	-	-	-	-	--
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	-	-	-	-	--
Capital Expenditures					
Capital	-	-	-	-	--
Setasides - Capital Items	-	500,000	500,000	-	0.0%
Total Capital Expenditures	-	500,000	500,000	-	0.0%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	-	500,000	500,000	-	0.0%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	-	-	--
Net	\$ 1,435,485	\$ -	\$ -	\$ -	--

City of Bentonville
2023 Budget
Impact and Capacity Fees Fund
Department: Fire Impact

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	832,028	300,000	300,000	-	0.0%
Interest/Rent	2,431	-	-	-	--
Other Income	-	-	-	-	--
Total Revenues	834,459	300,000	300,000	-	0.0%
Expenditures					
Operations and Maintenance					
Salaries & Wages	-	-	-	-	--
Benefits	-	-	-	-	--
Supplies & Materials	-	-	-	-	--
Technology Maintenance/Minor Equipment	-	-	-	-	--
Professional Services	-	-	-	-	--
Property Services	-	-	-	-	--
Other Services	-	-	-	-	--
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	-	-	-	-	--
Capital Expenditures					
Capital	-	-	-	-	--
Setasides - Capital Items	-	300,000	300,000	-	0.0%
Total Capital Expenditures	-	300,000	300,000	-	0.0%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	-	300,000	300,000	-	0.0%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	-	-	--
Net	\$ 834,459	\$ -	\$ -	\$ -	--

City of Bentonville
2023 Budget
Impact and Capacity Fees Fund
Department: Water Capacity

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	979	-	-	-	--
Other Income	-	-	-	-	--
Total Revenues	979	-	-	-	--
Expenditures					
Operations and Maintenance					
Salaries & Wages	-	-	-	-	--
Benefits	-	-	-	-	--
Supplies & Materials	-	-	-	-	--
Technology Maintenance/Minor Equipment	-	-	-	-	--
Professional Services	-	-	-	-	--
Property Services	-	-	-	-	--
Other Services	-	-	-	-	--
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	-	-	-	-	--
Capital Expenditures					
Capital	-	-	-	-	--
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	-	-	-	-	--
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	-	-	-	-	--
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	-	-	--
Net	\$ 979	\$ -	\$ -	\$ -	--

City of Bentonville
2023 Budget
Impact and Capacity Fees Fund
Department: Wastewater Capacity

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	27	-	-	-	--
Other Income	-	-	-	-	--
Total Revenues	<u>27</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
Expenditures					
Operations and Maintenance					
Salaries & Wages	-	-	-	-	--
Benefits	-	-	-	-	--
Supplies & Materials	-	-	-	-	--
Technology Maintenance/Minor Equipment	-	-	-	-	--
Professional Services	-	-	-	-	--
Property Services	-	-	-	-	--
Other Services	-	-	-	-	--
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
Capital Expenditures					
Capital	-	-	-	-	--
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
Net	<u>\$ 27</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>--</u>

City of Bentonville
2023 Budget
Impact and Capacity Fees Fund
Department: Parks and Recreation Impact

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	1,743,758	900,000	900,000	-	0.0%
Interest/Rent	19,698	-	-	-	--
Other Income	-	-	-	-	--
Total Revenues	1,763,456	900,000	900,000	-	0.0%
Expenditures					
Operations and Maintenance					
Salaries & Wages	-	-	-	-	--
Benefits	-	-	-	-	--
Supplies & Materials	-	-	-	-	--
Technology Maintenance/Minor Equipment	-	-	-	-	--
Professional Services	-	-	-	-	--
Property Services	-	-	-	-	--
Other Services	-	-	-	-	--
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	-	-	-	-	--
Capital Expenditures					
Capital	-	-	-	-	--
Setasides - Capital Items	-	900,000	900,000	-	0.0%
Total Capital Expenditures	-	900,000	900,000	-	0.0%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	-	900,000	900,000	-	0.0%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	(147,688)	-	(1,500,000)	(1,500,000)	--
Total Other Financing Sources and Uses	(147,688)	-	(1,500,000)	(1,500,000)	--
Net	\$ 1,615,768	\$ -	\$ (1,500,000)	\$ (1,500,000)	--

City of Bentonville
2023 Budget
Impact and Capacity Fees Fund
Department: Library Impact

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	141,696	85,000	85,000	-	0.0%
Interest/Rent	1,918	-	-	-	--
Other Income	-	-	-	-	--
Total Revenues	143,614	85,000	85,000	-	0.0%
Expenditures					
Operations and Maintenance					
Salaries & Wages	-	-	-	-	--
Benefits	-	-	-	-	--
Supplies & Materials	-	-	-	-	--
Technology Maintenance/Minor Equipment	-	-	-	-	--
Professional Services	-	-	-	-	--
Property Services	-	-	-	-	--
Other Services	-	-	-	-	--
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	-	-	-	-	--
Capital Expenditures					
Capital	-	-	-	-	--
Setasides - Capital Items	-	85,000	85,000	-	0.0%
Total Capital Expenditures	-	85,000	85,000	-	0.0%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	-	85,000	85,000	-	0.0%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	(2,314)	(2,314)	--
Total Other Financing Sources and Uses	-	-	(2,314)	(2,314)	--
Net	\$ 143,614	\$ -	\$ (2,314)	\$ (2,314)	--

City of Bentonville
2023 Budget
Capital Projects Fund

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	2,801	-	-	-	--
Other Income	-	-	-	-	--
Total Revenues	2,801	-	-	-	--
Expenditures					
Operations and Maintenance					
Salaries & Wages	-	-	-	-	--
Benefits	-	-	-	-	--
Supplies & Materials	206,837	-	-	-	--
Technology Maintenance/Minor Equipment	-	-	-	-	--
Professional Services	-	-	-	-	--
Property Services	-	-	-	-	--
Other Services	-	-	-	-	--
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	206,837	-	-	-	--
Capital Expenditures					
Capital	5,346,218	-	-	-	--
Set-asides - Capital Items	-	-	-	-	--
Total Capital Expenditures	5,346,218	-	-	-	--
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	5,553,055	-	-	-	--
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	74,279,167	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	74,279,167	-	-	-	--
Net	\$ 68,728,913	\$ -	\$ -	\$ -	--

City of Bentonville
2023 Budget
Debt Service Fund

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ 16,536,547	\$ 14,496,234	\$ 17,972,263	\$ 3,476,029	24.0%
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	2,122	-	-	-	--
Other Income	-	-	-	-	--
Total Revenues	16,538,669	14,496,234	17,972,263	3,476,029	24.0%
Expenditures					
Operations and Maintenance					
Salaries & Wages	-	-	-	-	--
Benefits	-	-	-	-	--
Supplies & Materials	-	-	-	-	--
Technology Maintenance/Minor Equipment	-	-	-	-	--
Professional Services	-	-	-	-	--
Property Services	-	-	-	-	--
Other Services	-	-	-	-	--
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	-	-	-	-	--
Capital Expenditures					
Capital	-	-	-	-	--
Setasides - Capital Items	2,136,910	-	-	-	--
Total Capital Expenditures	2,136,910	-	-	-	--
Other					
Debt Service	9,379,303	14,496,234	4,056,741	(10,439,494)	-72.0%
Depreciation/Amortization	-	-	-	-	--
Total Other	9,379,303	14,496,234	4,056,741	(10,439,494)	-72.0%
Total Expenditures	11,516,213	14,496,234	4,056,741	(10,439,494)	-72.0%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	2,136,910	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	2,136,910	-	-	-	--
Net	\$ 7,159,366	\$ -	\$ 13,915,523	\$ 13,915,523	--

City of Bentonville

2023 Budget

Governmental Funds - Personnel Additions

Position Additions or Upgrades		
<u>Department</u>	<u>From/To Position</u>	<u>Salary Increase</u>
Human Resources	HR Benefits Specialist	\$41,939
IT	JR Systems Admin	\$52,221
Accounting	AFD/Utilities	\$102,315
Accounting	Grant Writer	\$49,795
Accounting	Accounting Spec II	\$39,354
Accounting	Acctg Mgr upgrade to ASD/Accounting	\$4,101
Police Dept	Police Officer II	\$49,444
Police Dept	Police Officer II	\$49,444
Police Dept	Police Officer II	\$49,444
Police Dept	Police Officer II	\$49,444
Police Dept	Police Officer II	\$49,444
Police Dept	Police Officer II	\$49,444
Police Dept	Telecommunicator II	\$43,014
Fire Inspections	Building Inspector	\$47,065
Fire Operations	Tactical Rescue Team upgrade	\$5,850
Fire Operations	Tactical Rescue Team upgrade	\$5,850
Fire Operations	TRT/HAZAMT Stipend upgrade	\$9,100
Fire Operations	Firefighter I	\$42,757
Fire Operations	Firefighter I	\$42,757
Fire Operations	Firefighter I	\$42,757
Fire Operations	Firefighter I	\$42,757
Fire Operations	Firefighter I	\$42,757
Fire Operations	Firefighter I	\$42,757
Fire Operations	PT Medical Director	\$60,000
Fire Operations	Job Family Bldg Inspector upgrade	\$5,845
PWM	(2) Public Works Maintenance III	\$66,892
Parks Maintenance	Parks Maint Worker I	\$31,640
Parks Maintenance	Parks Maint Worker II	\$34,114
Parks Maintenance	Parks Maint Worker III	\$36,791
Parks Maintenance	Horticulturist	\$47,065
Parks Recreation	Community Event Mgr	\$68,915
Public Library	Specialist II to III upgrade	\$5,500
Public Library	Specialist II to III upgrade	\$5,500

Position Transfers		
<u>From Department</u>	<u>To Department</u>	<u>Position</u>
Accounting	Administration/Legal	Purchasing Manger
Accounting	Administration/Legal	Purchasing Specialist II
Accounting	Administration/Legal	Purchasing Specialist II
Police	Animal Services	Animal Services Supervisor
Police	Animal Services	Animal Services Officer
Police	Animal Services	Animal Services Officer

City of Bentonville
2023 Budget
General Fund - Professional Services exceeding \$20,000

<u>Department Name</u>	<u>Description</u>	<u>Estimated Cost</u>
Administration	Legal - Outside Counsel	\$35,000
Administration	HR Training/Development and Communication	\$30,000
Administration	HR - Gallagher HR Consulting Fee - Annual - Paid Monthly	\$80,000
Administration Total		\$145,000
Accounting	50% of Audit	\$49,000
Accounting Total		\$49,000
District Court	Contribution to Judge salary	\$23,783
District Court Total		\$23,783
Planning	CACHE	\$27,000
Planning	Future Land Use Map Update	\$300,000
Planning	Code Enforcement Mowing	\$30,000
Planning	ARTS ADVISORY COMMITTEE	\$25,000
Planning	Landscape Committee Improvements	\$20,000
Planning	150TH COMMISSIONED ARTWORK	\$25,000
	OZARK TRANSIT, CITY SHARE	
Planning	PROJECTED 2023	\$220,000
	DOWNTOWN BENTONVILLE CONTRACT.	
Planning	PROJECTION BASED ON 2022 CONTRACT.	\$35,000
Planning Total		\$682,000
Engineering	NWA REGIONAL PLANNING Base on Population	\$24,000
Engineering Total		\$24,000
	CID Meth lab/ SWAT/ Bomb Squad officer physicals, OSHA	
Police	requirement for all that use APR 102 @\$700	\$21,000
Police	BCSO Prisoner housing	\$75,000
Police	911 equipment yearly costs	\$120,000
Police Total		\$216,000
Fire	Billing Company 7% of 1.2M	\$91,000
Fire	annual firefighter physicals	\$125,000
Fire	BFS CREDIT CARD FEES	\$28,000
Fire	BFS Fire Prevention Material	\$37,125
Fire	Fireworks - 20K from Visit Bentonville	\$40,000
Fire Total		\$321,125
	Mowing Contracts for 2023	
	ROW Mowing - \$120,000	
	Interchanges - \$90,000	
	Detention Pond \$60,000	
	Finish Mowing \$80,000	
	Brush Hogging Services \$20,000	
Public Works Maintenance	(New) Storm debris program - \$30,000	\$400,000
Public Works Maintenance	Temp Services-7 Temps for 30 weeks	\$160,000
	To add position for Public Works Maint III,	
Public Works Maintenance	move from 43110 to salaries, benefits and uniform allowance	(\$120,000)
Public Works Maintenance Total		\$440,000
Parks & Recreation	Maintenance Temp Labor	\$162,812
Parks & Recreation	Marketing Services	\$24,000
Parks & Recreation	Mowing/Landscape Service	\$153,000
Parks & Recreation	Chemical/Fertilizer Application	\$32,000
Parks & Recreation	Horticulture (Landscape Contracts)	\$23,000
Parks & Recreation	BCC - HVAC Contract	\$50,000
Parks & Recreation	Mowing/Landscape Service - Creekside (new)	\$120,000
Parks & Recreation	CC - Rec Programs	\$620,436
Parks & Recreation	OR - Rec Programs	\$413,658
Parks & Recreation	OR - Community Events	\$34,100
Parks & Recreation	Marketing Promotional Items	\$38,000
Parks & Recreation Total		\$1,671,006
Animal Services	Medical, Surgical, Vaccinations	\$30,000
Animal Services	Veterinarian Contract	\$28,000
Animal Services Total		\$58,000
	TD - 4 part time employees	
	Hired through temp agency for 20 weeks (June- October) Agency	
Street	cost \$18.31 per hour.	\$58,592
Street	TD - On call and Bi -Annual Coordination for Traffic Signal:	\$57,000
Street	TD - Road/Drainage Design TBD	\$30,000
Street Total		\$145,592
Grand Total		\$3,775,506

City of Bentonville

2023 Budget

Capital Purchases

Department	Description	Estimated Cost	Type	Vehicle Replacement Information
Administration	Cisco Umbrella Subscription	\$15,000	Additional	
Administration	Veeam O365 Backup	\$36,000	Upgrade	
Administration	Dell Backup Server - split with UB	\$25,000	Upgrade	
Administration	Network Switch Replacements/Upgrades	\$33,488	Replacement	
Administration	SolarWinds Database Server Drives	\$5,000	Additional	
Administration	ITAPP - Replacement AS400 - split with UB	\$29,500	Replacement	
Administration	Eaton Battery Backups	\$6,600	Additional	
Administration	Eaton Battery Backup Replacements-Split with UB	\$6,250	Replacement	
Administration	Priority Fiber Phase II & III	\$2,073,359	Additional	
Administration Total		\$2,230,197		
District Court	Tyler Tech - TCM	\$20,000	Additional	
District Court	Network Switch Replacements/Upgrades	\$15,515	Replacement	
District Court Total		\$35,515		
Engineering	Sidewalk - Infill near schools	\$700,000	Additional	
Engineering	SW Nutmeg Flooding Redesign	\$1,728,000	Additional	
Engineering Total		\$2,428,000		
Police	(1) CID Replacement Unmarked Vehicle. \$35,000 each to include all up fitting	\$35,000	Replacement	Chevrolet Tahoe PPV (Unit #2010-27; 74,852 miles as of June 2022)
Police	(1) CID Replacement Unmarked Vehicle. \$35,000 each to include all up fitting	\$35,000	Replacement	
Police	(6) New Vehicle Mobile radios (new positions)	\$28,800	Additional	
Police	(1) CID replacement vehicle	\$35,000	Replacement	12 year old vehicle- a 2010 Ford F150 Passenger Van (Unit #2010-10; 90,000 miles as of June 2022)
Police	Striping, tint, floor mats (10) marked cars	\$15,000	Upgrade	
Police	(1) Patrol Replacement Marked Vehicles - Uniform Division. \$59,000 each to include upfitting	\$59,000	Replacement	8 year old vehicle (Unit 2010-53; 70,000 miles plus; keeps uniformed officers in same platform (Tahoe PPV) within the fleet.
Police	(1) Admin replacement vehicle	\$40,000	Replacement	
Police	(1) Patrol Replacement Marked Vehicles - Uniform Division. \$59,000 each to include upfitting	\$59,000	Replacement	a 2015 Chevrolet Tahoe (Unit #2010-44; 85,000 miles as of June 2022)
Police	(1) CID Replacement Unmarked Vehicle. \$35,000 each to include all up fitting	\$35,000	Replacement	
Police	(1) Patrol New Item- Marked Vehicle Addition- Uniform Division. \$59,000 each to include upfitting	\$59,000	Additional	(1) Patrol New Item- Marked Vehicle
Police	(1) Patrol New Item- Marked Vehicle Addition- Uniform Division. \$59,000 each to include upfitting	\$59,000	Additional	(1) Patrol New Item- Marked Vehicle
Police	(1) Patrol New Item- Marked Vehicle Addition- Uniform Division. \$59,000 each to include upfitting	\$59,000	Additional	(1) Patrol New Item- Marked Vehicle
Police	(1) Patrol New Item- Marked Vehicle Addition- Uniform Division. \$59,000 each to include upfitting	\$59,000	Additional	(1) Patrol New Item- Marked Vehicle
Police	(1) Patrol New Item- Marked Vehicle Addition- Uniform Division. \$59,000 each to include upfitting	\$59,000	Additional	(1) Patrol New Item- Marked Vehicle

City of Bentonville

2023 Budget

Capital Purchases

Department	Description	Estimated Cost	Type	Vehicle Replacement Information
Police	(1) Patrol New Item- Marked Vehicle Addition- Uniform Division. \$59,000 each to include upfitting	\$59,000	Additional	(1) Patrol New Item- Marked Vehicle
Police	Trunk boxes for marked Patrol/Uniform Division Tahoes 6 addition/2 replacement	\$12,000	Upgrade	
Police	Replacement body cameras with new cars and replacements	\$20,000	Replacement	
Police	Evidence room in main facility update	\$80,000	Upgrade	
Police	IT - VMware Enterprise Upgrade	\$20,891	Upgrade	
Police	Network Storage	\$116,799	Replacement	
Police	Network Upgrades	\$38,082	Upgrade	
Police	Backup Server	\$28,894	Upgrade	
Police	Dispatch UPS battery backup replacement batteries	\$41,400	Replacement	
Police	Server	\$28,894	Additional	
Police	Network Replacements	\$19,446	Replacement	
Police	Replacement specialty vehicle -joint purchase with Fire Department for a city Command Post vehicle	\$450,000	Additional	
Police Total		\$1,552,206		
Fire	Remodel first floor of City Hall	\$128,000	Upgrade	
Fire	Bathroom Facility at the Training Facility	\$150,000	Upgrade	
Fire	Scott Airpacks	\$29,550	Replacement	
Fire	SCBA Bottles	\$34,730	Additional	
Fire	Positive Pressure fan	\$16,216	Additional	
Fire	Drone Tether System	\$20,718	Upgrade	
Fire	Multiple Mode Chemical Detector	\$125,925	Replacement	
Fire	Lucas CPR Machines	\$151,600	Upgrade	
Fire	Stryker Power Cot and Loading System	\$79,100	Upgrade	
Fire	Thermal Imager Camera	\$16,252	Upgrade	
Fire	40hp Outboard Motor	\$8,760	Upgrade	
Fire	Amkus Battery Powered Combi Tool	\$29,310	Upgrade	
Fire	Elkhart Digital Flow Test Kit	\$7,031	Upgrade	
Fire	Replacement Aerial	\$1,500,000	Replacement	
Fire	Command Post for Public Safety, this purchase would be split between Fire and Police.	\$450,000	Additional	
Fire	Small truck for building inspector	\$35,000	Additional	
Fire	Fixtures and Furnishings for Station 3 Remodel and expansion	\$60,000	Upgrade	
Fire	Gear Lockers	\$6,480	Upgrade	
Fire	Network Switch Replacements/Upgrades	\$17,103	Replacement	
Fire	Canon Copier Color including Finisher	\$15,000	Replacement	
Fire Total		\$2,880,775		
Public Works Maintenance	Cemetery Projects - Design South End Collum Barium and Committal Shelter.	\$800,000	Additional	
	(1) Grasshopper zero turn mower - \$20,000 (1) Kubota Zero turn mower - \$20,000 (1) New Holland Backhoe - \$92,000 Purchasing existing leased backhoe which terminates on 12/31/22 Purchase price is \$84,500 + 8.5% = \$91,682	\$132,000	Replacement	Replaces 2015 Hustler 1,892 HRS
Public Works Maintenance	(Replacement Truck) 3/4 Ton 4X4 extended cab with Utility Bed	\$65,000	Replacement	Replaces 5020-45 2013 3/4 ton 4X4 extended cab with utility bed. 88,089 miles

City of Bentonville

2023 Budget

Capital Purchases

Department	Description	Estimated Cost	Type	Vehicle Replacement Information
Public Works Maintenance Total		\$997,000		
Parks & Recreation	Parks Maintenance Facility Renovation	\$4,500,000	Upgrade	
Parks & Recreation	Parks Maintenance Facility Design Fees/Testing	\$350,000	Additional	
Parks & Recreation	SW Bentonville Trail (DC to Shell Road)	\$500,000	Additional	
Parks & Recreation	Town Branch Park	\$200,000	Additional	
Parks & Recreation	Sidewalk Design/Construction	\$300,000	Additional	
Parks & Recreation	Walton Blvd Trail Safety Improvements	\$60,000	Additional	
Parks & Recreation	Connect Bentonville: T1P - Neighborhoods	\$33,000	Additional	
Parks & Recreation	Connect Bentonville: T2P - Crosswalks	\$12,000	Additional	
Parks & Recreation	CC - New Citizens Lobby Furniture	\$44,500	Upgrade	
Parks & Recreation	CC - Dive Blocks	\$28,000	Upgrade	
Parks & Recreation	CC - Commercial Washer & Dryer Replacement	\$10,000	Replacement	
Parks & Recreation	CC - Parking Lot Cameras	\$6,359	Additional	
Parks & Recreation	CC - Pool Lane Lines	\$13,560	Upgrade	
Parks & Recreation	CC - Grates for Pool Gutters	\$18,000	Upgrade	
Parks & Recreation	CC - Red Slide Leisure Pool	\$10,000	Upgrade	
Parks & Recreation	CC - Tennis Court Repair/Recoat - Courts 1 & 2	\$26,000	Upgrade	
Parks & Recreation	CC - Pool UV Control System (1)	\$40,000	Upgrade	
Parks & Recreation	Epoxy Floors - Bark Park & NE A Street RR	\$6,000	Upgrade	
Parks & Recreation	Memorial - Tennis Courts Resurface	\$25,000	Upgrade	
Parks & Recreation	Memorial - Concession RR Entry Doors	\$12,000	Upgrade	
Parks & Recreation	Memorial - Parking Lot Seal and Stripe	\$40,000	Upgrade	
Parks & Recreation	Wildwood - Tennis Court Repair	\$26,000	Upgrade	
Parks & Recreation	4 Post Vehicle Repair Lift-20,000 LBS (New)	\$14,000	Upgrade	
Parks & Recreation	Blower - Buffalo Turbine Blower (New)	\$18,000	Additional	
Parks & Recreation	Blower - Buffalo Turbine Blower (New-Phlips Pk)	\$18,000	Additional	
Parks & Recreation	CC- Custodial Cleaning Machine	\$5,500	Additional	
Parks & Recreation	CC- Floor Scrubber	\$5,500	Additional	
Parks & Recreation	Diagnostic Tablet/Scan Tool (New - Mechanic)	\$5,000	Additional	
Parks & Recreation	Excavator Attachment - Bobcat Tractor	\$10,000	Additional	
Parks & Recreation	Grapple for Bobcat Tool Cat	\$5,000	Additional	
Parks & Recreation	Mower - John Deere 8800A Terrain Cut Mower	\$95,000	Additional	
Parks & Recreation	Mower - Toro 60" Zero Turn Mower (Replc)	\$16,500	Additional	
Parks & Recreation	Snow Plow - Bobcat Attachment - Snow Plow	\$7,500	Additional	
Parks & Recreation	Snow Plow - Attachment-Parks Truck (New)	\$6,000	Additional	
Parks & Recreation	Sweeper - Bobcat Attachment - Sweeper	\$7,500	Additional	
Parks & Recreation	Tire Mounting Machine	\$4,000	Replacement	
Parks & Recreation	Top Dresser-Sports Fields (Replacement)	\$17,000	Replacement	
Parks & Recreation	Trailer - Deckover Trailer (New)	\$10,000	Additional	
Parks & Recreation	UTV - Bobcat Tool Cat UTV (New)	\$78,000	Additional	
Parks & Recreation	UTV - John Deere UTV (New - Phillips Park)	\$14,000	Additional	
Parks & Recreation	UTV - Kawasaki Mule UTV-Forestry (New)	\$16,000	Additional	
Parks & Recreation	Ram 3500 Crew Cab 5020-23 (Replacement)	\$51,000	Replacement	
Parks & Recreation	Ram 3500 5020-17 (Replacement)	\$48,000	Replacement	
Parks & Recreation	Ram 2500 5030-10 (Replacement)	\$42,000	Replacement	
Parks & Recreation	Ram 1500 5030-01 (Replacement)	\$38,000	Replacement	
Parks & Recreation	Chevrolet Traverse 5030-05 (Replacement)	\$40,000	Replacement	
Parks & Recreation	Ram 3500 Crew cab (New-Phillips Park)	\$51,000	Additional	
Parks & Recreation	Network Replacements	\$26,000	Replacement	
Parks & Recreation Total		\$6,908,919		
Library	Existing parking lot improvements	\$80,500	Upgrade	

City of Bentonville

2023 Budget

Capital Purchases

Department	Description	Estimated Cost	Type	Vehicle Replacement Information
Library	Fiber Relocation Service (Labor) Required by Owner (SE 4th ST)	\$10,000	Upgrade	
Library	Network Upgrades	\$18,291	Upgrade	
Library Total		\$108,791		
Street	TD - Building Expansion -Adding additional bays for Street Department	\$980,000	Additional	
Street	TD - new rrfb for crosswalks	\$28,000	Upgrade	
Street	TD - School Zone Beacon upgrades	\$10,000	Upgrade	
Street	TD Street Preservation Maintenance Overlays/Mastic Seals	\$1,000,000	Additional	
Street	TD - New Water Truck for Asphalt and Grounds maintenance	\$160,000	Additional	
Street	TD - Skidsteer for Street Department	\$90,000	Additional	
Street	TD- New Dump truck	\$325,000	Additional	
Street	TD - Retro reflectometer	\$9,500	Additional	
Street	Milling machine attachment for skid steer	\$29,000	Additional	
Street	Trailer Attenuator (Crash Pad)	\$32,000	Additional	
Street Total		\$2,663,500		
	Grand Total	\$19,804,902		

City of Bentonville

2023 Budget

Governmental Funds - Use of Reserves and Impact Fees

Use of Reserves		
<u>Department</u>	<u>Description</u>	<u>Cost</u>
Engineering	SW Nutmeg Flooding Redesign	\$1,728,000
Engineering	Sidewalk - Infill near schools	\$700,000
Administration	Priority Fiber	\$2,073,359
Parks & Recreation	Portion of Parks Maintenance Facility Renovation	\$2,000,000
Parks & Recreation	Sidewalk Design/Construction	\$300,000
		\$400,000
Public Works Maintenance	50% Design South End Collum Barium and Committal Shelter.	
Fire	Replacement Aerial	\$1,500,000
	Total	\$8,701,359
Use of Impact Fees		
Library	Increase Library Materials	\$2,314
Park & Rec	Parks Maintenance Facility	\$1,500,000
	Total	\$1,502,314

City of Bentonville

2023 Budget

Utility Fund

All Departments

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	1,505	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	155,180,720	111,389,668	107,953,392	(3,436,276)	-3.1%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	138,253	102,262	174,204	71,942	70.4%
Other Income	7,434,193	47,701	60,000	12,299	25.8%
Total Revenues	162,754,671	111,539,631	108,187,596	(3,352,035)	-3.0%
Expenditures					
Operations and Maintenance					
Salaries & Wages	8,842,751	10,469,940	11,171,052	701,112	6.7%
Benefits	3,663,186	4,346,454	4,359,087	12,633	0.3%
Supplies & Materials	1,648,354	1,557,400	1,756,695	199,295	12.8%
Professional Services	1,151,077	1,622,126	1,596,007	(26,119)	-1.6%
Technology Maintenance/Minor Equipment	631,154	1,156,977	1,347,599	190,622	16.5%
Property Services	2,030,794	2,440,786	2,440,969	183	0.0%
Other Services	504,077	694,071	773,134	79,063	11.4%
Utility Cost of Goods	99,027,138	75,369,082	73,702,827	(1,666,255)	-2.2%
Total Operations and Maintenance	117,498,531	97,656,836	97,147,370	(509,466)	-0.5%
Capital Expenditures					
Capital	58,510,488	10,497,500	9,415,853	(1,081,647)	-10.3%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	58,510,488	10,497,500	9,415,853	(1,081,647)	-10.3%
Other					
Debt Service	1,174,807	2,473,088	2,163,094	(309,994)	-12.5%
Depreciation/Amortization	8,810,970	-	-	-	--
Total Other	9,985,777	2,473,088	2,163,094	(309,994)	-12.5%
Total Expenditures	185,994,796	110,627,424	108,726,318	(1,901,106)	-1.7%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	500,000	755,000	255,000	51.0%
Donated Infrastructure (non-cash item)	3,675,053	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	69,586	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	3,744,639	500,000	755,000	255,000	51.0%
Net	\$ (19,495,486)	\$ 1,412,207	\$ 216,278	\$ (1,195,929)	-84.7%

City of Bentonville

2023 Budget

Utility Fund

Department: Electric

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	119,937,294	76,141,673	71,616,251	(4,525,422)	-5.9%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	97,294	60,000	120,364	60,364	100.61%
Other Income	7,091,567	9,701	10,000	299	3.1%
Total Revenues	127,126,155	76,211,374	71,746,615	(4,464,759)	-5.9%
Expenditures					
Operations and Maintenance					
Salaries & Wages	4,080,765	4,984,749	5,146,177	161,428	3.2%
Benefits	1,564,839	1,901,888	1,864,797	(37,091)	-2.0%
Supplies & Materials	312,351	391,250	437,100	45,850	11.7%
Technology Maintenance/Minor Equipment	133,223	208,563	225,575	17,012	8.2%
Professional Services	167,077	237,055	237,205	150	0.1%
Property Services	731,138	841,056	820,656	(20,400)	-2.4%
Other Services	258,016	293,355	316,203	22,848	7.8%
Utility Cost of Goods	79,060,899	56,529,533	53,550,877	(2,978,656)	-5.3%
Total Operations and Maintenance	86,308,308	65,387,449	62,598,590	(2,788,859)	-4.3%
		74.24%			
Capital Expenditures					
Capital	55,788,637	8,410,000	6,915,000	(1,495,000)	-17.8%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	55,788,637	8,410,000	6,915,000	(1,495,000)	-17.8%
Other					
Debt Service	-	1,348,000	1,317,632	(30,368)	-2.3%
Depreciation/Amortization	4,046,497	-	-	-	--
Total Other	4,046,497	1,348,000	1,317,632	(30,368)	-2.3%
Total Expenditures	146,143,442	75,145,449	70,831,222	(4,314,227)	-5.7%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	500,000	575,000	75,000	15.0%
Donated Infrastructure (non-cash item)	968,038	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	60,886	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	1,028,924	500,000	575,000	75,000	15.0%
Net	\$ (17,988,363)	\$ 1,565,925	\$ 1,490,393	\$ (75,532)	-4.8%

City of Bentonville

2023 Budget

Utility Fund

Department: Water

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	12,946,105	13,049,226	13,587,785	538,559	4.1%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	22,947	16,762	30,118	13,356	79.7%
Other Income	288,717	-	-	-	--
Total Revenues	13,257,769	13,065,988	13,617,903	551,915	4.2%
Expenditures					
Operations and Maintenance					
Salaries & Wages	1,648,785	1,738,072	1,837,315	99,243	5.7%
Benefits	694,151	789,892	768,676	(21,216)	-2.7%
Supplies & Materials	156,124	231,550	227,410	(4,140)	-1.8%
Technology Maintenance/Minor Equipment	35,259	139,943	157,577	17,634	12.6%
Professional Services	19,566	73,620	121,120	47,500	64.5%
Property Services	644,555	678,040	724,740	46,700	6.9%
Other Services	83,782	186,021	184,175	(1,846)	-1.0%
Utility Cost of Goods	7,891,110	6,583,825	7,394,384	810,559	12.3%
Total Operations and Maintenance	11,173,332	10,420,963	11,415,397	994,434	9.5%
Capital Expenditures					
Capital	1,078,466	826,000	808,139	(17,861)	-2.2%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	1,078,466	826,000	808,139	(17,861)	-2.2%
Other					
Debt Service	730,340	732,387	641,442	(90,945)	-12.4%
Depreciation/Amortization	1,924,206	-	-	-	--
Total Other	2,654,546	732,387	641,442	(90,945)	-12.4%
Total Expenditures	14,906,344	11,979,350	12,864,978	885,628	7.4%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	90,000	90,000	--
Donated Infrastructure (non-cash item)	1,765,690	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	8,700	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	1,774,390	-	90,000	90,000	--
Net	\$ 125,815	\$ 1,086,638	\$ 842,925	\$ (243,713)	-22.4%

City of Bentonville
2023 Budget
Utility Fund
Department: Wastewater

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	1,505	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	15,008,657	15,477,207	15,109,013	(368,194)	-2.4%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	11,962	20,000	15,562	(4,438)	-22.2%
Other Income	1,123	-	-	-	--
Total Revenues	15,023,247	15,497,207	15,124,575	(372,632)	-2.4%
Expenditures					
Operations and Maintenance					
Salaries & Wages	1,164,015	1,243,517	1,354,266	110,749	8.9%
Benefits	549,559	571,132	557,351	(13,781)	-2.4%
Supplies & Materials	338,044	506,100	579,760	73,660	14.6%
Technology Maintenance/Minor Equipment	22,105	11,145	15,140	3,995	35.8%
Professional Services	301,949	628,951	441,066	(187,885)	-29.9%
Property Services	366,342	474,850	459,000	(15,850)	-3.3%
Other Services	73,740	100,947	120,099	19,152	19.0%
Utility Cost of Goods	6,355,869	6,981,000	6,752,951	(228,049)	-3.3%
Total Operations and Maintenance	9,171,623	10,517,642	10,279,634	(238,008)	-2.3%
Capital Expenditures					
Capital	390,553	740,500	623,038	(117,462)	-15.9%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	390,553	740,500	623,038	(117,462)	-15.9%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	894,639	-	-	-	--
Total Other	894,639	-	-	-	--
Total Expenditures	10,456,815	11,258,142	10,902,672	(355,470)	-3.2%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	-	-	--
Net	\$ 4,566,432	\$ 4,239,065	\$ 4,221,902	\$ (17,163)	-0.4%

City of Bentonville
2023 Budget
Utility Fund
Department: Sewer Rehab

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	23,285	-	20,000	20,000	--
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	(110)	-	-	-	--
Other Income	-	-	-	-	--
Total Revenues	23,175	-	20,000	20,000	--
Expenditures					
Operations and Maintenance					
Salaries & Wages	861,865	1,223,136	1,485,885	262,749	21.5%
Benefits	406,208	556,846	635,724	78,878	14.2%
Supplies & Materials	79,100	111,900	124,200	12,300	11.0%
Technology Maintenance/Minor Equipment	4,200	9,950	47,353	37,403	375.9%
Professional Services	39,997	20,000	20,000	-	0.0%
Property Services	213,465	326,300	282,900	(43,400)	-13.3%
Other Services	16,574	59,000	72,200	13,200	22.4%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	1,621,409	2,307,132	2,668,262	361,130	15.7%
Capital Expenditures					
Capital	1,210,973	462,000	840,000	378,000	81.8%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	1,210,973	462,000	840,000	378,000	81.8%
Other					
Debt Service	444,467	392,701	204,020	(188,681)	-48.0%
Depreciation/Amortization	1,347,246	-	-	-	--
Total Other	1,791,713	392,701	204,020	(188,681)	-48.0%
Total Expenditures	4,624,095	3,161,833	3,712,282	550,449	17.4%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	90,000	90,000	--
Donated Infrastructure (non-cash item)	941,325	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	941,325	-	90,000	90,000	--
Net	\$ (3,659,595)	\$ (3,161,833)	\$ (3,602,282)	\$ (440,449)	13.9%

City of Bentonville
2023 Budget
Utility Fund
Department: Sanitation

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	6,312,830	5,799,562	6,609,817	810,255	14.0%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	6,160	5,500	8,161	2,661	48.4%
Other Income	-	-	-	-	--
Total Revenues	6,318,990	5,805,062	6,617,978	812,916	14.0%
Expenditures					
Operations and Maintenance					
Salaries & Wages	-	-	-	-	--
Benefits	-	-	-	-	--
Supplies & Materials	-	-	-	-	--
Technology Maintenance/Minor Equipment	-	-	-	-	--
Professional Services	-	-	10,000	10,000	--
Property Services	520	10,000	-	(10,000)	-100.0%
Other Services	68,622	28,500	55,000	26,500	93.0%
Utility Cost of Goods	5,719,260	5,274,724	6,004,615	729,891	13.8%
Total Operations and Maintenance	5,788,402	5,313,224	6,069,615	756,391	14.2%
Capital Expenditures					
Capital	-	-	-	-	--
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	-	-	-	-	--
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Other	-	-	-	-	--
Total Expenditures	5,788,402	5,313,224	6,069,615	756,391	14.2%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	-	-	--
Net	\$ 530,588	\$ 491,838	\$ 548,363	\$ 56,525	11.5%

City of Bentonville

2023 Budget

Utility Fund

Department: Inventory

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	-	-	-	-	--
Other Income	-	-	-	-	--
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
Expenditures					
Operations and Maintenance					
Salaries & Wages	171,302	193,970	200,102	6,132	3.2%
Benefits	80,359	97,621	83,817	(13,804)	-14.1%
Supplies & Materials	35,169	36,000	42,000	6,000	16.7%
Technology Maintenance/Minor Equipment	8,386	14,230	15,997	1,767	12.4%
Professional Services	3,280	8,000	10,000	2,000	25.0%
Property Services	17,594	20,000	25,000	5,000	25.0%
Other Services	148	6,348	5,148	(1,200)	-18.9%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	<u>316,238</u>	<u>376,169</u>	<u>382,064</u>	<u>5,895</u>	<u>1.6%</u>
Capital Expenditures					
Capital	-	-	110,000	110,000	--
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	<u>-</u>	<u>-</u>	<u>110,000</u>	<u>110,000</u>	<u>--</u>
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	103,234	-	-	-	--
Total Other	<u>103,234</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
Total Expenditures	419,472	376,169	492,064	115,895	30.8%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
Net	<u>\$ (419,472)</u>	<u>\$ (376,169)</u>	<u>\$ (492,064)</u>	<u>\$ (115,895)</u>	<u>30.8%</u>

City of Bentonville
2023 Budget
Utility Fund
Department: Utility Billing and Meter

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses & Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	952,549	922,000	1,010,526	88,526	9.6%
Special Assessments/Fines	-	-	-	-	--
Interest/Rent	-	-	-	-	--
Other Income	52,786	38,000	50,000	12,000	31.6%
Total Revenue	1,005,335	960,000	1,060,526	100,526	10.5%
Expenditures					
Operations and Maintenance					
Salaries & Wages	916,019	1,086,496	1,147,306	60,810	5.6%
Benefits	368,070	429,075	448,721	19,646	4.6%
Supplies & Materials	727,566	280,600	346,225	65,625	23.4%
Technology Maintenance/Minor Equipment	427,981	773,146	885,958	112,812	14.6%
Professional Services	619,208	654,500	756,616	102,116	15.6%
Property Services	57,180	90,540	128,673	38,133	42.1%
Other Services	3,195	19,900	20,309	409	2.1%
Utility Cost of Goods	-	-	-	-	--
Total Operations and Maintenance	3,119,219	3,334,257	3,733,809	399,552	12.0%
Capital Expenditures					
Capital	41,859	59,000	119,676	60,676	102.8%
Setasides - Capital Items	-	-	-	-	--
Total Capital Expenditures	41,859	59,000	119,676	60,676	102.8%
Other					
Debt Service	-	-	-	-	--
Depreciation/Amortization	495,148	-	-	-	--
Total Other	495,148	-	-	-	--
Total Expenditures	3,656,226	3,393,257	3,853,485	460,228	13.6%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	-	-	-	-	--
Use of Reserves	-	-	-	-	--
Donated Infrastructure (non-cash item)	-	-	-	-	--
Proceeds from Issuance of Debt	-	-	-	-	--
Sale of Capital Assets	-	-	-	-	--
Transfers In	-	-	-	-	--
Transfers Out	-	-	-	-	--
Total Other Financing Sources and Uses	-	-	-	-	--
Net	\$ (2,650,891)	\$ (2,433,257)	\$ (2,792,959)	\$ (359,702)	14.8%

City of Bentonville
2023 Budget
Enterprise Funds - Personnel Additions

Full-Time Additions		
<u>Department</u>	<u>Position</u>	<u>Salary</u>
Electric Dept	Electric Systems Coord	\$76,671
Water/Sewer	GIS Analyst	\$61,204
Utility Billing	Key Account Rep	\$41,939
Upgrades		
<u>Department</u>	<u>Position</u>	<u>Salary</u>
WWRF	Maint Foreman to Supv	\$10,000
Utility Billing	Asst Billing Manager	\$6,250

City of Bentonville
2023 Budget
Enterprise Funds Fund - Professional Services exceeding \$20,000

Department Name	Description	Estimated Cost
Electric	Engineering Services	\$110,000.00
Electric	NERC Quarterly Assessments	\$48,000.00
Electric	Monthly AMPA Legal & Consultant Charges	\$24,000.00
Electric	Temporary Staff	\$45,000.00
Electric Total		\$227,000.00
Water	Lead and Copper Rule Revision Organization	\$100,000.00
Water Total		\$100,000.00
Wastewater	BIOSOLIDS DISPOSAL (DENALI-CONTRACT RENEWAL FOR 2022)	\$80,000.00
Wastewater	WASTE DISPOSAL OF BARSCREEN, VAC-CON & GRIT	\$40,000.00
Wastewater	LABORATORY: OUTSIDE LABORATORY ANALYSIS FEES	\$51,750.00
Wastewater	MISSION CONTROL LIFT STATION SERVICE CONTRACT	\$25,000.00
Wastewater	GREEN WASTE GRINDING FEES (HANSEN'S - CONTRACT RENEWED FOR 2022)	\$90,000.00
Wastewater	Process Modeling to determine capability of treatment facility through process intensification	\$100,000.00
Wastewater Total		\$386,750.00
Utility Billing & Meter	Online Utility Exchange	\$33,000.00
Utility Billing & Meter	50% Audit Split with accounting	\$49,000.00
Utility Billing & Meter	UB Credit card fees and IC Services	\$636,000.00
Utility Billing & Meter Total		\$718,000.00
	Grand Total	\$1,431,750.00

City of Bentonville

2023 Budget

Enterprise Funds Fund - Capital Purchases

Department	Description	Estimated Cost	Type	Vehicle Replacement Information
Electric	Easements Purchases	\$50,000	Additional	
Electric	General SCADA Upgrades	\$100,000	Upgrade	
Electric	Carroll Purchases	\$50,000	Additional	
Electric	Overhead Primary Construction	\$700,000	Additional	
Electric	I63/I67 Double Circuit Extension	\$575,000	Additional	
Electric	Transmission Underbuild	\$760,000	Additional	
Electric	C70/C13 Rebuild	\$700,000	Additional	
Electric	Underground Primary Construction	\$2,600,000	Additional	
Electric	L&G Focus Meters	\$300,000	Additional	
Electric	Street Lights - Lighting of Roadways	\$350,000	Additional	
Electric	Shelving for Utility Complex	\$25,000	Additional	
Electric	Substation Electronic Equipment	\$75,000	Additional	
Electric	4-Reel Trailer	\$50,000	Additional	
Electric	Skid Steer w/ Attachment	\$250,000	Replacement	
Electric	New Pick Up Truck	\$50,000	Additional	
Electric	Work Order Software- (Cityworks)	\$250,000	Additional	
Electric	Trimble Equipment Upgrade	\$30,000	Upgrade	
Electric Total		\$6,915,000		
Water	Water storage tank maintenance agreement	\$350,000	Additional	
Water	3mg Tank Mixing Equipment and Installation	\$40,000	Additional	
Water	Replacement and new AMI meters	\$150,000	Replacement	
Water	Large AMI meters replacement and new	\$150,000	Replacement	
Water	Network Switch Replacements/Upgrades	\$8,443	Replacement	
Water	Scada SDWAN Appliances	\$19,696	Upgrade	
Water	Replacing a 1-ton crew truck with a 1.5-ton truck. KA	\$90,000	Replacement	
Water Total		\$808,139		
Wastewater	Storm Shelter for Compost	\$8,900	Upgrade	
Wastewater	Storage building for compost bags	\$2,500	Replacement	
Wastewater	(3) Actuators for McKissic valves	\$26,500	Additional	
Wastewater	(10) Disconnect replacement for McKissic Lift Station	\$23,000	Replacement	
Wastewater	85 HP pump for McKissic Lift Station	\$90,000	Replacement	
Wastewater	Pump for digester cleaning	\$5,000	Upgrade	
Wastewater	Buchi Kjeldahl Unit	\$30,000	Replacement	
Wastewater	Replacement pump for Grammercy Lift Station	\$35,000	Replacement	
Wastewater	SCADA connection to Walmart Campus Lift Station	\$28,000	Additional	
Wastewater	Positive displacement vacuum truck	\$350,000	Replacement	
Wastewater	New office furniture for Compost	\$8,500	Replacement	
Wastewater	Network Switch Replacements/Upgrades	\$15,638	Replacement	
Wastewater Total		\$623,038		
Sewer Rehab	CIPP line 1800' of 24" clay sewer line. KA	\$525,000	Replacement	
Sewer Rehab	Pipe burst or CIPP line 375' of 8" clay sewer line.	\$75,000	Replacement	
Sewer Rehab	Manhole rehab KA	\$75,000	Replacement	
Sewer Rehab	additional camera assembly for the portable camera module. KA	\$30,000	Additional	
Sewer Rehab	1/2 ton 4x4 pickup unit #3040-13 KA	\$45,000	Replacement	012 half-ton full-size pickup. Mileage 48380 unit # 3040-13
Sewer Rehab	Replacing 2013 a 1-ton crew truck	\$90,000	Replacement	

City of Bentonville

2023 Budget

Enterprise Funds Fund - Capital Purchases

Department	Description	Estimated Cost	Type	Vehicle Replacement Information
Sewer Rehab Total		\$840,000		
Inventory	New concrete pad at warehouse	\$100,000	Upgrade	
Inventory	New copier/printer for warehouse office	\$10,000	Additional	
Inventory Total		\$110,000		
Utility Billing & Meter	MR 1/2 Ton, short bed 4x2, replacement vehicle	\$29,000	Replacement	
Utility Billing & Meter	Dell Backup Server - split with Admin	\$25,000	Replacement	
	Network Fiber Ring Backbone Redundancy Upgrade			
Utility Billing & Meter	Split with Admin	\$29,926	Additional	
Utility Billing & Meter	ITAPP - Replacement AS400 - split with admin	\$29,500	Replacement	
Utility Billing & Meter	Eaton Battery Backup Replacements-Split with Admin	\$6,250	Replacement	
Utility Billing & Meter Total		\$119,676		
	Grand Total	\$9,415,853		

City of Bentonville

2023 Budget

Enterprise Funds - Use of Reserves and Impact Fees

Use of Reserves		
<u>Department</u>	<u>Description</u>	<u>Cost</u>
Water	Replacing a 1-ton crew truck with a 1.5-ton truck. KA	\$ 90,000
Sewer	Replacing 2013 a 1-ton crew truck unit # 3040-17 with a utility bed with a 1.5 - ton truck with a utility bed. KA	\$ 90,000
Electric	I63/I67 Double Circuit Extension	\$ 575,000
Total Use of Reserves:		\$ 755,000

City of Bentonville
2023 Budget
All Funds

Description	2021 Actual	2022 Budget	2023 Request	Change in Dollars	Change in Percent
Revenues					
Taxes	\$ 74,320,594	\$ 69,706,944	\$ 80,781,868	\$ 11,074,924	15.9%
Licenses & Permits	2,736,857	1,720,965	2,297,565	576,600	33.5%
Intergovernmental Revenue	2,158,296	559,019	553,435	(5,584)	-1.0%
Charge for Services	160,646,267	117,618,532	114,729,830	(2,888,702)	-2.5%
Special Assessments/Fines	4,636,387	2,184,956	2,293,199	108,243	5.0%
Interest/Rent	417,160	352,619	595,884	243,265	69.0%
Other Income	11,252,959	157,701	664,064	506,363	321.1%
Total Revenues	256,168,520	192,300,736	201,915,845	9,615,109	5.0%
Expenditures					
Operations and Maintenance					
Salaries & Wages	34,671,847	40,368,860	44,734,057	4,365,197	10.8%
Benefits	14,735,075	17,240,526	17,636,885	396,359	2.3%
Supplies & Materials	4,404,337	4,828,165	5,825,482	997,317	20.7%
Professional Services	5,378,097	5,700,575	6,081,270	380,695	6.7%
Technology Maintenance/Minor Equipment	1,914,237	3,022,121	3,910,501	888,380	29.4%
Property Services	4,502,971	5,540,831	6,127,140	586,309	10.6%
Other Services	1,536,661	2,198,739	2,669,242	470,503	21.4%
Utility Cost of Goods	99,027,138	75,369,082	73,702,827	(1,666,255)	-2.2%
Total Operations and Maintenance	166,170,364	154,268,899	160,687,404	6,418,505	4.2%
Capital Expenditures					
Capital	75,268,143	21,930,167	29,220,756	7,290,589	33.2%
Setasides - Capital Items	2,136,910	1,785,000	1,785,000	-	0.0%
Total Capital Expenditures	77,405,053	23,715,167	31,005,756	7,290,589	30.7%
Other					
Debt Service	10,554,110	16,969,322	6,219,835	(10,749,488)	-63.3%
Depreciation/Amortization	8,810,970	-	-	-	--
Total Other	19,365,080	16,969,322	6,219,835	(10,749,488)	-63.3%
Total Expenditures	262,940,496	194,953,388	197,912,994	2,959,606	1.5%
Other Financing Sources and Uses					
Use of Impact/Capacity Fees	147,688	-	1,502,314	1,502,314	--
Use of Reserves	-	5,325,000	9,456,359	4,131,359	77.6%
Donated Infrastructure (non-cash item)	3,675,053	-	-	-	--
Proceeds from Issuance of Debt	76,416,077	-	-	-	--
Sale of Capital Assets	1,270,314	-	-	-	--
Transfers In	69,934	-	-	-	--
Transfers Out	77,754	-	(1,502,314)	(1,502,314)	--
Total Other Financing Sources and Uses	81,656,820	5,325,000	9,456,359	4,131,359	77.6%
Net	\$ 74,884,844	\$ 2,672,348	\$ 13,459,209	\$ 10,786,861	403.6%

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE ADOPTION OF A BUDGET FOR THE CITY OF BENTONVILLE, ARKANSAS, FOR THE TWELVE (12) MONTHS BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023, APPROPRIATING MONEY FOR EACH ITEM OF EXPENDITURE THEREIN PROVIDED FOR; AND FOR OTHER PURPOSES.

WHEREAS, the City Council has made a comprehensive study and review of the proposed budget submitted by the Mayor, and;

WHEREAS, it is the finding and conclusion of the City Council that the schedules and exhibits of anticipated revenues and expenditures for the calendar year appear to be as accurate as possible for budgetary purposes.

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

Section 1. This resolution shall be known as the budget resolution for the City of Bentonville, Arkansas, for the twelve (12) month period beginning January 1, 2023 and ending December 31, 2023. The attached budget, incorporated herein as if set out word for word and figure for figure, reflects estimated revenues and expenditures as set forth on the succeeding pages.

Section 2. The respective funds for each item of expenditure proposed in the budget for 2023 are hereby approved and adopted for the operation of the City of Bentonville, Arkansas, by the City Council on this date and constitute an appropriation of funds which are lawfully applicable to the items contained within the budget. This budget may be altered or revised by action of this governing body and unpledged funds may be subsequently appropriated to another purpose except as prohibited by law. A.C.A. § 14-58-203(a).

Section 3. The Mayor or a duly-authorized representative may approve for payment, out of funds appropriated by this budget or otherwise approved by the City Council for those purposes, or may disapprove any bills, debts, or liabilities asserted as claims against the City up to a maximum amount allowed by Arkansas law and the payment or disapproval of any bills, debts or liabilities exceeding that amount shall require the confirmation of this governing body. The execution of all contracts and conveyances and lease contracts shall be performed by the mayor and city clerk or recorder, when authorized by a resolution in writing and approved by a majority vote of the city council present and participating, if required.

Section 4. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared to be severable.

THIS RESOLUTION, adopted this _____ day of _____, 2022.

APPROVED: _____
STEPHANIE ORMAN, Mayor

ATTEST: _____
KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	11/22/2022
Department	Human Resources
Submitted by	Ed Wheeler
Phone	(479) 271-3191

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance approving the 2023 pay plan.					

Estimated Cost	\$Any increases associated with the 2023 pay plan are included in the 2023 budget.
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





4 November, 2022

To: Bentonville City Council

From: Human Resources

Subject: Memo Concerning Adopting the 2023 City Pay Plan

1. Staff recommends that the City Council approve the Ordinance adoption of the 2023 City Pay Plan with an “Emergency Clause”.
2. Annually in November the City presents the next year’s pay plan for approval. The 2023 pay plan is a compilation of the following pay and personnel items:
 - A. New positions that were approved as part of the 2023 budget;
 - B. Additions and modifications to “Job Families” that are in the pay plan;
 - C. Positions upgrades; and
 - D. Changes in department/cost center assignments.
3. Attached is a listing of these 2023 pay plan changes, shown by the “Funds” that they represent.
4. The pay ranges in the pay plan remain unchanged for 2023 and only those new positions as specified in the 2023 City budget have been added.

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE 2023 PAY PLAN FOR THE CITY OF BENTONVILLE;
DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, the next years pay plan is presented to City Council annually in November of each year;

WHEREAS, the 2023 pay plan is a compilation of changes in the following pay and personnel items:

1. New Positions that were approved as part of the 2023 budget;
2. Additions and modification so “Job Families” that are in the current pay plan;
3. Position upgrades; and
4. Changes in department/cost center assignments.

WHEREAS, an amendment to the pay plan reflecting the 2023 budget will enable these changes to take effect; and

WHEREAS, the pay ranges in the current pay plan remain unchanged for the 2023 year.

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

Section 1: The 2023 Pay Plan for the City of Bentonville should be and the same is hereby amended to include the following as attached in Exhibit “A”;

Section 2 - Emergency Clause: The need to make this change is immediate, so as not to affect the implementation of the 2023 budget or position amendments, and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 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 this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk

Exhibit "A"

STATUS	DEPARTMENT	POSITION TITLE	QTY	GRADE	FUND
New	Human Resources	HR Benefits Coordinator	1	20	Governmental
New	Accounting	Grant Writer	1	23	Governmental
New	IT	Jr. Systems Administrator	2	22	Governmental
New	Fire Inspections	Building Inspector II	1	22	Governmental
New	Parks Recreation	Community Events Manager	1	34	Governmental
New	Utility Billing	Key Accounts Rep.	1	18	Governmental
New	Electric	Electric System Coordinator	1	94	Enterprise
New	Water/Sewer	GIS Analyst	1	209	Enterprise
Add	Accounting	Accounting Specialist II	1	17	Governmental
Add	Police	Police Officer II	6	41	Governmental
Add	Police	Telecommunicator II	1	60B	Governmental
Add	Fire Operations	Firefighter I	6	52	Governmental
Add	Fire Operations	PIT Medical Director	1		Governmental
Add	Fire Operations	TRT Member Increase	2	NIA	Governmental
Add	Fire Operations	TRT/Hazmat Add Pay Increase	5	NIA	Governmental
Add	PW Maintenance	PW Maintenance Worker II	2	15	Governmental
Add	Parks Maintenance	Parks Maintenance Worker I	1	14	Governmental
Add	Parks Maintenance	Parks Maintenance Worker 11	1	15	Governmental
Add	Parks Maintenance	Parks Maintenance Worker III	1	16	Governmental
Add	Parks Maintenance	Horticulturist	1	20	Governmental
Upgrade	Utility Billing	Customer Svc Supv to Asst UB Manager	1	22-33	Governmental
Upgrade	Fire Operations	TRT/HAZMAT Add-Pay Increase	6	NIA	Governmental
Upgrade	Library	Library Specialist II to 111	2	17-19	Governmental
Upgrade	WRRF	Maint. Foreman to Maint. Supv.	1	107-110	Enterprise
Upgrade	Accounting	Finance Analyst to Asst Finance Dir	1	20 - 36	Governmental
Upgrade	Accounting	Accounting Mgr to Asst. Finance Director	1	34-36	Governmental



Agenda Item Form

Date of City Council Meeting	11/22/2022
Department	Human Resources
Submitted by	Ed Wheeler
Phone	(479) 271-3191

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance approving changes to section 8.7 of the City personnel policy manual.					

Estimated Cost	Any costs associated with these changes have been incorporated into 2023 city budget.
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





21 October, 2022

MEMORANDUM

From: Ed Wheeler, HR Manager

Subject: 2023 Policy Manual Changes

The HR department is working to review recommended changes to the personnel policy manual. To prevent the delay of service award presentations, the changes for this section will be presented separately.

Attached are the recommended policy manual changes for section 8.7.

The cost for any changes contained herein have previously been approved as part of the 2023 budget

Respectfully,

Ed Wheeler
HR Manager

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE PERSONNEL POLICY
FOR THE CITY OF BENTONVILLE, ARKANSAS; DECLARING AN EMERGENCY;
AND FOR OTHER PURPOSES.**

WHEREAS, the Human Resources Department is working to review recommended changes to the Personnel Policy for the 2023 year;

WHEREAS, to stay consistent with previous award timing, the amendment to section 8.7 is being brought through separately; and

WHEREAS, any cost changes resulting from this amendment are included in the 2023 budget.

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

Section 1: The City of Bentonville Personnel Policy, Chapter 8, Section 8.7 “Service Award Recognition” should be and the same is hereby amended as shown in the attached Exhibit “A”;

Section 2 - Emergency Clause: The need to make this change is immediate, so as not to affect the timing of service awards to City employees, and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 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 this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk

Exhibit “A”

- 8.7 **Service Anniversary Recognition.** At the City’s annual holiday luncheon, full-time and part-time employees who reach a significant milestone anniversary that year (5th, 10th, 15th, 20th, 25th, & 30th) years of consecutive service to the City, based on their date of hire, are recognized with a certificate and a service award. **After 30 years of consecutive service to the City, employees are eligible for an additional service award for every five years of service, with an additional \$100.00 added for each service award milestone.** The service award normally takes the form of a bank check and is structured as outlined below. These awards reflect gross amounts.

Five Year Anniversary - \$100.00

Ten Year Anniversary - \$200.00

Fifteen Year Anniversary - \$300.00

Twenty Year Anniversary - \$400.00

Twenty Five Year Anniversary - \$500.00

Thirty Year Anniversary - **\$600.00**