



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, January 10, 2023 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 January 10, 2023:**

https://us02web.zoom.us/webinar/register/WN_WwFH9PXeRaeJCwJ611f2gg

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: December 13, 2022

AGENDA

1. Appointment of Andrew Myers to fill the vacant City Attorney position. Bio attached. **(Pages 5-6)**
2. Planning:

- 2a. **Ordinance accepting a lot split of Lot 14 and part of Lot 15 of Dickson's Addition creating new Lot 47, Lot 48, and Lot 49 of Dickson's Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0047) 808 West Central Avenue.**

(Pages 10-12)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 14 and part of Lot 15 of Dickson's Addition, creating new Lot 47 (+/- 0.19 acres), Lot 48 (+/- 0.13 acres) and Lot 49 (+/- 0.12 acres) of Dickson's Addition. The plat dedicates various utility easements to serve the newly created lots. Each of the newly created lots has access to a public street, public water, and public sewer.

- 2b. **Ordinance accepting a lot split of Lot 2 East Ridge Subdivision creating new Lots 8, 9, & 10 of East Ridge Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0053) Northwest Woods Creek Road.**

(Pages 13-16)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 2 of East Ridge Subdivision, creating new Lots 8 (+/- 11.37 acres), 9 (+/- 3.00 acres), & 10 (+/- 3.00 acres) of East Ridge Subdivision. The plat dedicates various utility easements to serve the newly created lots. There will be only one point of ingress/egress to Woods Creek Road for the new lots. The three new lots do not have access to public sewer however they do meet the requirements of the state health department and the City of Bentonville Water Utilities.

- 2c. **Ordinance accepting a property line adjustment of Lot 2, Bentonville Municipal Shop Addition, Lots 7 & 13, Block 2 Armstrong Addition, and all of City Services Addition; creating new Lots 1-3 of City U Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0034) Southwest Corner of Southeast F Street and Southeast 3rd Street.**

(Pages 17-25)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lot 2 Bentonville Municipal Shop Addition, Lots 7 & 13 Block 2 Armstrong Addition, and all of City Services Addition, creating new Lots 1-3 (+/- 9.06 acres) of City U Addition. The plat dedicates additional right-of-way along both sides of Southeast 3rd Street, as well as drainage and utility easements over new and existing lines.

- 2d. **Ordinance accepting a property line adjustment of Lots 3, 6, & 7 Block 2, Cook's Addition; creating new Lot 14 Cook's Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0037) 808 NW C Street.**

(Pages 26-28)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 3, 6 & 7, Block 2 of Cook's Addition, creating new Lot 14 (+/- 0.50 acres), Block 2 of Cook's Addition. The plat dedicates additional right-of-way along NW C Street, as well as 15' utility easement parallel to NW C Street.

- 2e. **Ordinance amending Bentonville Municipal Code, Appendix B Land Development Code, Article 1500 Flood Damage Prevention to codify the referenced Flood Damage Prevention Code in Sec. 1500.06, repealing redundant or conflicting codes; and for other purposes.**
(Pages 29-53)
The Planning Commission voted 7-0, recommending approval.
- 2f. **Ordinance amending the Land Development Code Sec. 1300.04 Establishment of a Tree and Landscape Advisory Committee to change voting membership and for other purposes.**
(Page 54)
The Planning Commission voted 7-0, recommending approval.
3. Ordinance amending Bentonville Municipal Code, Sec. 2-551 Public Art Policy to revise the membership requirements. (Pages 55-57)
4. Resolution to support the temporary installation of artwork titled "Double Slit Skyline" by artist Dewayne Hughes in Park Springs Park. (Pages 58-60)
5. Reappointment of Celia Swanson to the Board of Adjustment effective January 1, 2023, to a five-year term that expires on December 31, 2027. Application and memo attached. (Pages 61-65)
6. Appointment of Ashley Harris to the Tree and Landscape Advisory Committee. This will be Mrs. Harris's first term that begins January 1, 2023 and will expire on December 31, 2025. Memo and application attached. (Pages 66-70)
7. Reappointment of Chad Nicholson to Position 3 on the Public Art Advisory Committee. Mr. Nicholson has been an active member of the committee. This will be Mr. Nicholson's second term that begins January 1, 2023 and will expire on December 31, 2025. Memo and request for reappointment attached. (Pages 71-73)
8. Appointment of Clint Schaff to fill the unexpired term of Position 6 on the Public Art Advisory Committee. This will be Mr. Schaff's first term that will expire on December 31, 2023. Memo and application attached. (Pages 74-78)
9. Utility Board:
- 9a. Resolution authorizing the Mayor and City Clerk to amend the professional services agreement with Hawkins-Weir Engineers, Inc. for the increased amount of \$100,000.00 for a total contract price of \$343,400.00 for a feasibility study to evaluate options for expanding wastewater treatment capacity to accommodate the projected rapid growth of the City of Bentonville. Utility Board approved this item 5-0. (Pages 79-85)
- 9b. Amendment to Ordinance 2022-211 for Purchase of Transformers plus applicable taxes due to increase costs. Approved by Utility Board 5-0. (Pages 86-95)
- 9c. Resolution to enter into an Agreement with Cannon Technologies, Inc. (DBA Eaton Corporation plc) in reference to RFP-21-90 for an Electric AMI System, and to adjust the Budget utilizing SCR Reserves for the initial costs associated with the build and implementation, including engineering services and integration

- expenses, and presenting a Plan for repayment of the SCR Reserve. Approved by Utility Board 5-0. **(Pages 96-135)**
- 9d. Resolution to enter into an agreement with Power System Engineering (PSE), Inc. for AMI Implementation and System Acceptance Testing Support and associated budget adjustment for \$197,800.00. Approved by Utility Board 5-0. **(Pages 136-143)**
10. Resolution approving a budget adjustment in the amount of \$2,000.00, to recognize receipt of a grant from the Arkansas Alternative Dispute Resolution Commission for the Bentonville District Court mediation program. **(Pages 144-147)**
11. Resolution approving a reassignment of hangar Suite #13 of 2501 SW "I" Street from Hook Em' LLC (Assignor) to KP Air, LLC (Assignee). The Airport Advisory Board recommended approval at the January 5, 2023 meeting. **(Pages 148-150)**
12. Resolution authorizing the Mayor and City Clerk to enter into an agreement to purchase certain properties to facilitate the construction of SW Bright Road project. **(Pages 151-170)**
13. Public hearing and ordinance vacating Right of Way requested for Lots 1-4 and 13-16 of WA Burks Addition (VAC22-0026). **(Pages 171-174)**
14. Resolution setting a public hearing for January 24, 2023 for multiple Right of Way, Utility and Drainage Easement Vacations requested for Bentonville Plaza Addition (VAC22-0027). **(Pages 175-180)**
15. Resolution setting a public hearing for January 24, 2023 for Alley Right of Way Vacation requested for Lot 9, Block 3 of Young's Addition (VAC22-0028). **(Pages 181-183)**
16. Ordinance to enter into an agreement with Clark Equipment Co. DBA Bobcat of NWA and waive competitive bidding to purchase a currently leased 2020 New Holland B95C Backhoe for \$88,250.00. **(Pages 184-187)**
17. City Council approval of Mayor Orman's recommendation to appoint Jon Terlouw to the Parks and Recreation Advisory Board and the reappointment of Ashton Alsup and Eileen Patrick for their terms. Terms will expire December 2025. **(Pages 188-200)**
18. Ordinance approving a bid waiver in the amount of \$112,000.00 to Arkansas United States Specialty Sports Association to provide sports officials for Bentonville Parks and Recreation. **(Pages 201-210)**
19. Resolution authorizing the Mayor and City Clerk to accept a donation in the amount of \$100,000.00 from Bogle Family Trust for future improvements for Bogle Park. **(Pages 211-213)**
20. City Council approval of a change order to CEI, in the amount of \$1,200.00, to prepare easement boundaries and legal descriptions for the new alignment of the Razorback Greenway between Hwy 102 and Bentonville High School. **(Pages 214-217)**
21. Mayor recommends appointment of Aubrey Patterson to the City of Bentonville's Advertising and Promotion Commission. **(Pages 218-219)**
22. ARPA Update/Discussion.
23. City Council Procedural Discussion. **(Pages 220-240)**



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Administration
Submitted by	Mayor Stephanie Orman
Phone	(479)271-5966

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

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

Appointment of Andrew Myers to fill the vacant City Attorney position. Bio attached.

Estimated Cost	\$
----------------	----

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

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

--



Andrew J. Myers

Taylor Law Partners, LLP

Admitted to Bar:

2020, Arkansas
2021, Eastern and Western Districts of Arkansas

2018, Missouri
2018, Western District of Missouri

2020, District of Kansas

Education:

University of Arkansas, Fayetteville, Arkansas, B.A., 2015
University of Arkansas School of Law, Fayetteville, Arkansas, J.D., magna cum laude 2018

Previous Experience:

2018-2020: Attorney for National Firm in Kansas City, MO, focusing on contractual and related business disputes, real estate and construction disputes, and personal injury.

Member:

American Bar Association
Arkansas Bar Association
Washington County Bar Association
Benton County Bar Association



City Council Agenda Items
For the City Council Meeting of January 10, 2023
From the January 3, 2023 Planning Commission Meeting

1. **Ordinance accepting a lot split of Lot 14 and part of Lot 15 of Dickson's Addition creating new Lot 47, Lot 48, and Lot 49 of Dickson's Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0047) 808 West Central Avenue.**

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 14 and part of Lot 15 of Dickson's Addition, creating new Lot 47 (+/- 0.19 acres), Lot 48 (+/- 0.13 acres) and Lot 49 (+/- 0.12 acres) of Dickson's Addition. The plat dedicates various utility easements to serve the newly created lots. Each of the newly created lots has access to a public street, public water, and public sewer.

2. **Ordinance accepting a lot split of Lot 2 East Ridge Subdivision creating new Lots 8, 9, & 10 of East Ridge Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0053) Northwest Woods Creek Road.**

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 2 of East Ridge Subdivision, creating new Lots 8 (+/- 11.37 acres), 9 (+/- 3.00 acres), & 10 (+/- 3.00 acres) of East Ridge Subdivision. The plat dedicates various utility easements to serve the newly created lots. There will be only one point of ingress/egress to Woods Creek Road for the new lots. The three new lots do not have access to public sewer however they do meet the requirements of the state health department and the City of Bentonville Water Utilities.

3. **Ordinance accepting a property line adjustment of Lot 2, Bentonville Municipal Shop Addition, Lots 7 & 13, Block 2 Armstrong Addition, and all of City Services Addition; creating new Lots 1-3 of City U Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0034) Southwest Corner of Southeast F Street and Southeast 3rd Street.**

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lot 2 Bentonville Municipal Shop Addition, Lots 7 & 13 Block 2 Armstrong Addition, and all of City Services Addition, creating new Lots 1-3 (+/- 9.06 acres) of City U Addition. The plat dedicates additional right-of-way along both sides of Southeast 3rd Street, as well as drainage and utility easements over new and existing lines.

4. **Ordinance accepting a property line adjustment of Lots 3, 6, & 7 Block 2, Cook's Addition; creating new Lot 14 Cook's Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0037) 808 NW C Street.**

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 3, 6 & 7, Block 2 of Cook's Addition, creating new Lot 14 (+/- 0.50 acres), Block 2 of Cook's Addition. The plat dedicates additional right-of-way along NW C Street, as well as 15' utility easement parallel to NW C Street.

5. **Ordinance amending Bentonville Municipal Code, Appendix B Land Development Code, Article 1500 Flood Damage Prevention to codify the referenced Flood Damage Prevention Code in Sec. 1500.06, repealing redundant or conflicting codes; and for other purposes.**

The Planning Commission voted 7-0, recommending approval.

6. **Ordinance amending the Land Development Code Sec. 1300.04 Establishment of a Tree and Landscape Advisory Committee to change voting membership and for other purposes.**

The Planning Commission voted 7-0, recommending approval.



Consent Agenda Items

For the Planning Commission meeting on January 3, 2023

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

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

Lot Split: Lots 47, 48 & 49 of Dickson's Addition, N & J Family Properties, 808 West Central Avenue, DN-1, Downtown Low Density Residential, LS22-0047

A lot split of Lot 14 and part of Lot 15 of Dickson's Addition, creating new Lot 47 (+/- 0.19 acres), Lot 48 (+/- 0.13 acres) and Lot 49 (+/- 0.12 acres) of Dickson's Addition. The plat dedicates various utility easements to serve the newly created lots. Each of the newly created lots has access to a public street, public water, and public sewer.

Lot Split: Lots 8, 9 & 10 of East Ridge Subdivision, Slo-Hko, LLC & Dupps Squared Inc., Northwest Woods Creek Road, R-1, Low Density Single Family Residential, LS22-0053

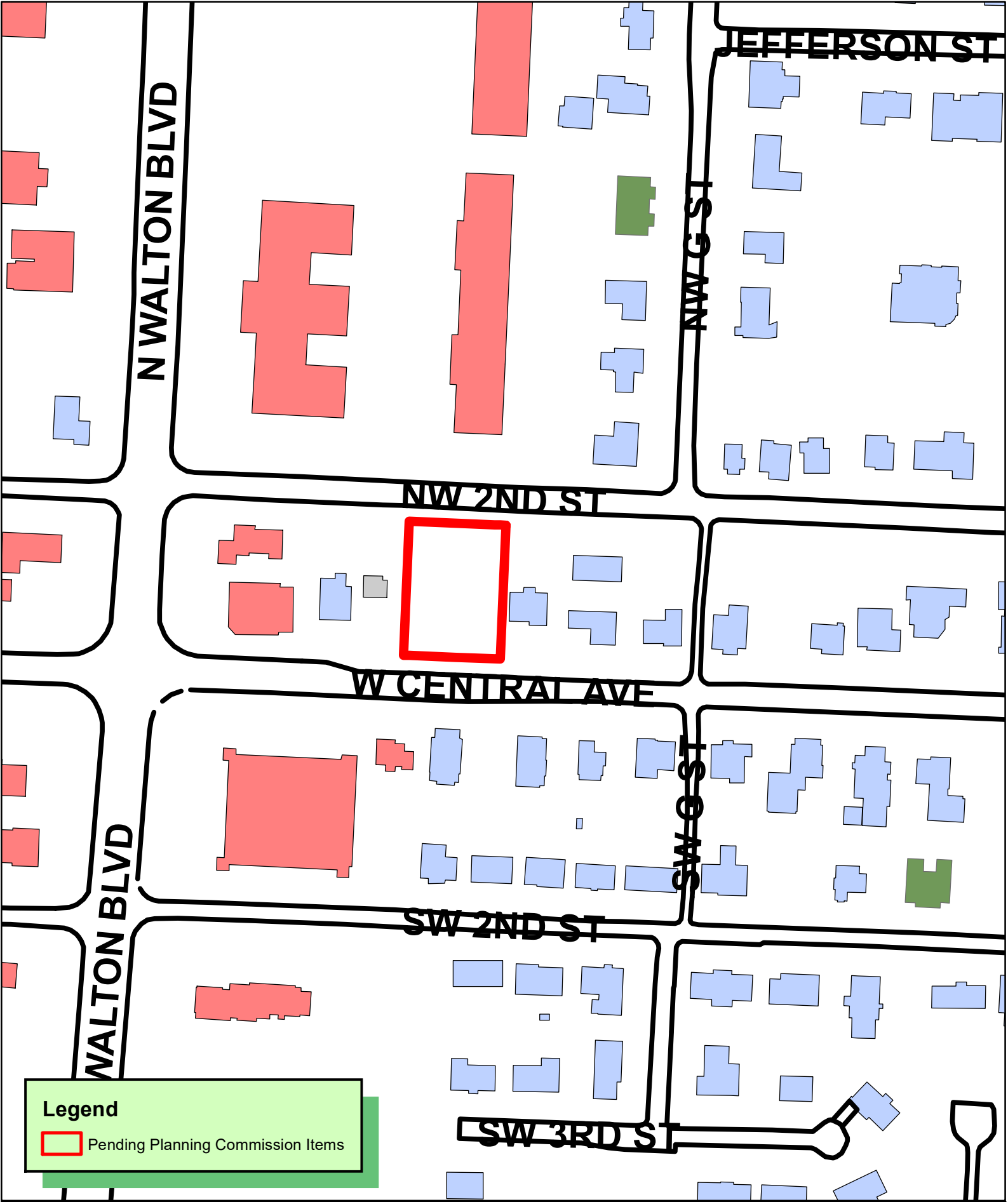
A lot split of Lot 2 of East Ridge Subdivision, creating new Lot 8 (+/-11.37 acres), Lot 9 (+/-3.00 acres) and Lot 10 (+/-3.00 acres) of East Ridge Subdivision. The plat dedicates various utility easements to serve the newly created lots. There will be only one point of ingress/egress to Woods Creek Road for the new lots. The three new lots do not have access to public sewer however they do meet the requirements of the state health department and the City of Bentonville Water Utilities.

Property Line Adjustment: Lots 1-3 of City U Addition, Bentonville Housing LLC, Southwest Corner of Southeast F Street and Southeast 3rd Street, PRD, Planned Residential Development, PLA22-0034

A property line adjustment of Lot 2 Bentonville Municipal Shop Addition, Lots 7 & 13 Block 2 Armstrong Addition, and all of City Services Addition, creating new Lots 1-3 (+/- 9.06 acres) of City U Addition. The plat dedicates additional right-of-way along both sides of Southeast 3rd Street, as well as drainage and utility easements over new and existing lines.

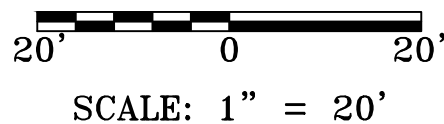
Property Line Adjustment: Lot 14, Block 2 of Cook's Addition Kristopher Ashmore, 808 NW C Street, R-1, Low Density Single Family Residential, PLA22-0037

A property line adjustment of Lots 3, 6 and 7, Block 2 of Cook's Addition, creating new Lot 14 (+/- 0.50 acres), Block 2 of Cook's Addition. The plat dedicates additional right-of-way along NW C Street, as well as 15' utility easement parallel to NW C Street.

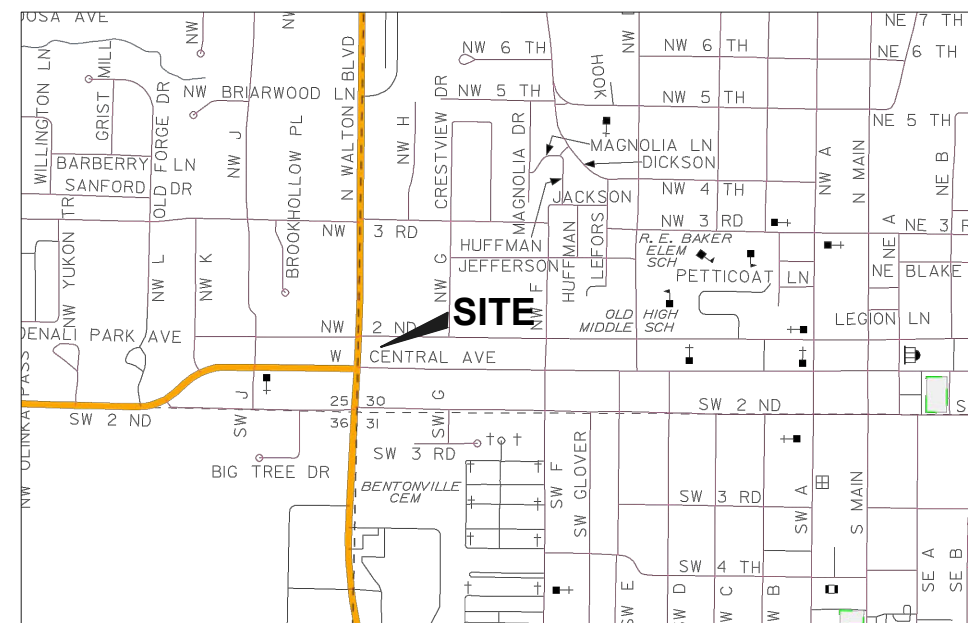


CITY NOTES:

1. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
2. BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
3. OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.
4. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
5. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
6. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
7. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE



Vicinity Map
N.T.S.



NEW LOT 49:
LOT 14, EXCEPT THE EAST 70 FEET THEREOF, IN DICKSON'S
ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY,
ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHWEST (SW) CORNER OF SAID LOT 14; THENCE SOUTH 87°44'01" EAST A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°19'55" EAST A DISTANCE OF 87.42 FEET; THENCE SOUTH 87°45'32" EAST A DISTANCE OF 49.00 FEET; THENCE NORTH 02°19'55" EAST A DISTANCE OF 77.50 FEET; THENCE SOUTH 87°45'32" EAST A DISTANCE OF 7.00 FEET; THENCE SOUTH 02°19'55" WEST A DISTANCE OF 164.94 FEET; THENCE NORTH 87°44'01" WEST A DISTANCE OF 56.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.12 ACRES OR 5,439 SQUARE FEET MORE OR LESS.

SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

Notes:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:

Easements, other than possible easements which 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.
2. Every document of record reviewed and considered as a part of this survey is noted herein. Only the documents noted herein were supplied to the surveyor.
3. This plat represents a boundary survey of the parcel recorded in Deed Records, Book L202203988 at the Office of the Circuit Clerk Benton County, Arkansas.
4. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
5. Basis of Bearings: Arkansas State Plane System North Zone (NAD83).
6. This survey is valid only if the drawing includes the seal and signature of the surveyor.
7. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats."
8. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.
9. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
10. This property is currently zoned DN-1.
11. For the latest building set back check with the City of Bentonville Planning Department at 479-271-3122 or at <http://bentonvillear.com/195/Current-Planning>.
12. No attempt was made to show building setback lines graphically on the survey.
13. Subsurface and environmental conditions were not examined nor considered a part of this survey.
14. 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.
15. (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 05007C0255K. Revised date 06/05/2012.

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATION 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 _____
CLERK, CITY OF BENTONVILLE

CERTIFICATE OF OWNERSHIP

I 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: _____

N & J FAMILY PROPERTIES LLC

CERTIFICATE OF SURVEYING ACCURACY

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

DATE OF EXECUTION: _____

SIGNED: _____

REGISTERED LAND SURVEYOR

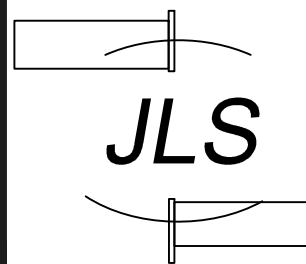
NO. _____

STATE OF ARKANSAS

OWNER:
N & J FAMILY PROPERTIES LLC
1402 SW SUSANA ST UNIT 6
BENTONVILLE AR 72713
479-721-7002

City Code:
LS2022-0047

*Lot split of 14 & part of lot 15, Dickson's Addition
Creating Lots 47, 48 & 49 Dickson's Addition*



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



LEGEND

- | LEGEND | |
|--------|------------------------------|
| | MONUMENT FOUND (AS NOTED) |
| | MONUMENT SET (AS NOTED) |
| | AHTD R-O-W MONUMENT |
| | BENCHMARK |
| | GUARD POST |
| | UTILITY POLE |
| | TELEPHONE RISER |
| | FIBER OPTIC TELEPHONE RISER |
| | ELECTRICAL RISER |
| | CABLE RISER |
| | TRAFFIC SIGNAL |
| | SIGN |
| | WATER METER |
| | WATER VALVE |
| | FIRE HYDRANT |
| | WATER SPIGOT |
| | GAS METER |
| | DRAINAGE MANHOLE |
| | RECORD BEARING |
| | RECORD DISTANCE |
| | SANITARY SEWER MANHOLE |
| | DECIDUOUS TREE |
| | EVERGREEN TREE |
| | TREE LINE |
| | WOOD FENCE |
| | CHAIN LINK FENCE |
| | WIRE FENCE |
| | PAINTED STRIPE |
| | TELEPHONE LINE |
| | EXISTING WATER LINE |
| | OVERHEAD ELECTRIC LINE |
| | UNDERGROUND ELECTRICAL LINE |
| | GAS LINE |
| | TELEVISION CABLE |
| | PROPERTY LINES |
| | BUILDING SETBACK |
| | UTILITY POLE (WITH GUY WIRE) |

SHEET NO
1 OF 1

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 14 AND PART OF LOT 15 OF
DICKSON'S ADDITION; CREATING NEW LOT 47, LOT 48, AND LOT 49 OF
DICKSON'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.**

(PROJECT NUMBER: LS22-0047)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 14 AND PART OF LOT 15 OF DICKSON'S ADDITION, creating new LOT 47, LOT 48, AND LOT 49 OF DICKSON'S ADDITION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 3, 2023;

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 14 AND PART OF LOT 15 OF DICKSON'S ADDITION creating new LOT 47, LOT 48, AND LOT 49 OF DICKSON'S ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk are hereby authorized and directed to evidence the acceptance of said 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.

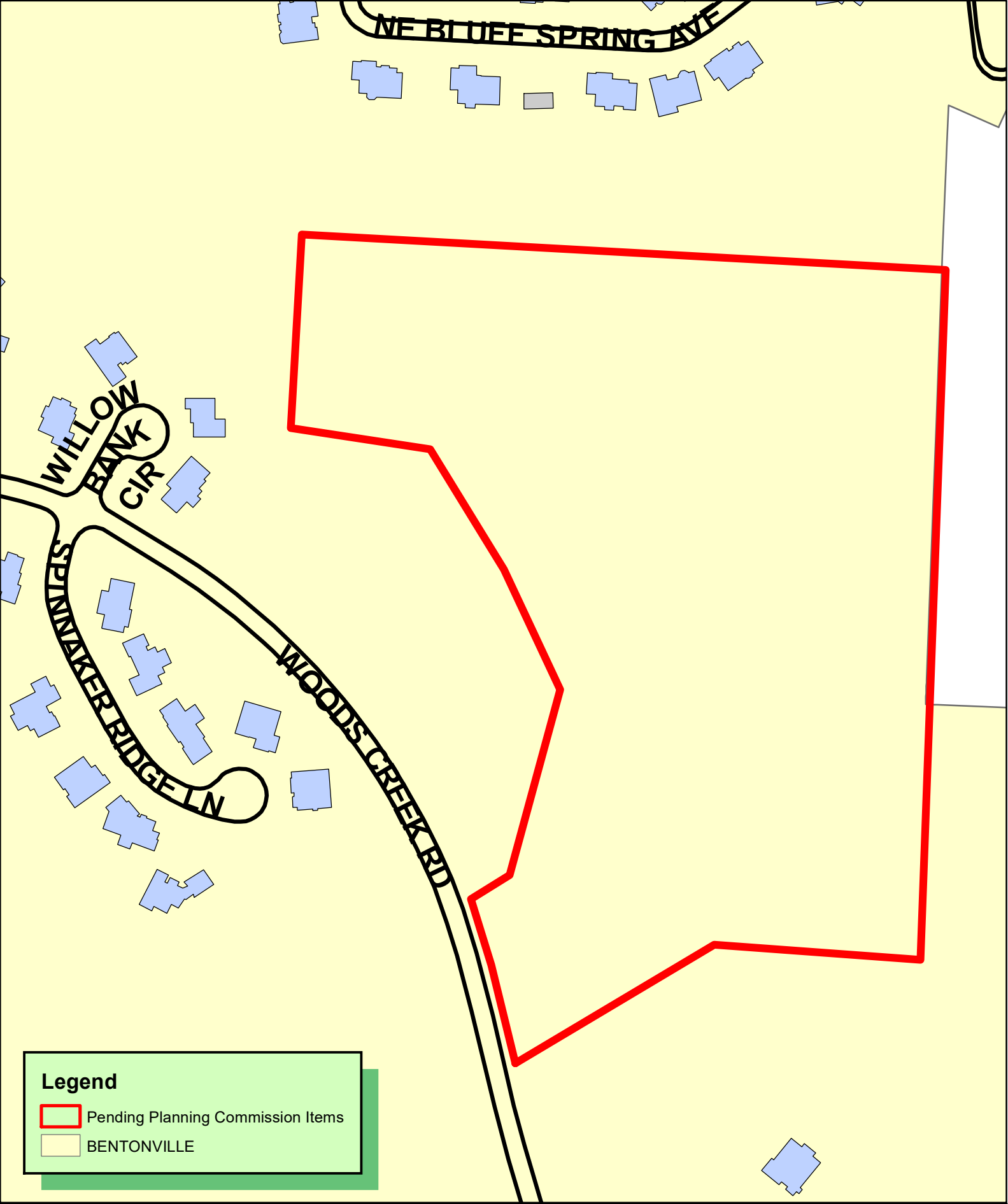
PASSED AND APPROVED this _____ day of _____, 2023

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Legend

Pending Planning Commission Items

BENTONVILLE



1 inch = 180 feet

LS22-0053
LOT SPLIT
EAST RIDGE SUBDIVISION
LOT 2 CREATING LOTS 8-10



LOT SPLIT OF EXISTING LOT 2, CREATING LOTS 8, 9 & 10 EAST RIDGE SUBIDVISION BENTONVILLE, ARKANSAS

EXHIBIT A

CLIENT:

LEGAL DESCRIPTION - PARENT TRACT:

Being a part of the SE 1/4, NW 1/4, Section 27, T-20-N, R-30-W, Fifth Principal Meridian, and being all of Lot 2, East Ridge Subdivision per Plat Book 2013, Page 527, in the City of Bentonville, County of Benton, State of Arkansas.

Subject to easements, rights-of-way, and covenants of record, if any.

SURVEY DESCRIPTION - LOT 8:

Being a part of the SE 1/4, NW 1/4, Section 27, T-20-N, R-30-W, Fifth Principal Meridian, and being a part of Lot 2, East Ridge Subdivision per Plat Book 2013, Page 527, in the City of Bentonville, County of Benton, State of Arkansas, being more particularly described as follows:

BEGINNING at a Found 4"x7" Stone, being the NE Corner of said SE 1/4 NW 1/4 of Section 27; Thence along the East line of said SE 1/4 NW 1/4, South 02°05'27" West 169.66 feet to a Set 5/8" Rebar w/ Cap "Ar1002"; Thence departing said East line, South 57°24'01" West 404.63 feet to a Set 5/8" Rebar w/ Cap "ar1002"; Thence South 02°05'27" West 545.23 feet to a Set 5/8" Rebar w/ Cap "Ar1002"; Thence South 58°07'47" West 331.59 feet to a Set 5/8" Rebar w/ Cap "Ar1002" in the Easterly Right-of-Way of Woods Creek Rd.; Thence along said Easterly Right-of-Way, North 13°41'49" West 31.58 feet to a Set 5/8" Rebar w/ Cap "AR1002"; Thence 101.60 feet along a curve to the left, having a radius of 4234.81 feet, a central angle of 01°22'29", and a long chord bearing North 17°02'32" West 101.60 feet to a Found 1/2" Rebar w/ Cap "PLS1532"; Thence departing said Easterly Right-of-Way, North 58°02'24" East 66.87 feet to a Found 1/2" Rebar w/ Cap "PLS1532"; thence North 15°13'09" East 283.28 feet to a Found 1/2" Rebar w/ Cap "PLS1532"; Thence North 25°06'51" West 195.52 feet to a Found 1/2" Rebar w/ Cap "PLS1532"; Thence North 31°30'37" West 207.52 feet to a Found 1/2" Rebar; Thence North 81°27'31" West 207.51 feet to a Found 1/2" Rebar w/ Cap "PLS1532"; Thence North 03°18'45" East 285.62 feet to a Found 5/8" Rebar in the North line of aforementioned SE 1/4 NW 1/4 of Section 27; Thence along said North line, South 86°51'50" East 949.20 feet to the POINT OF BEGINNING, containing 495,178 Square Feet or 11.37 Acres, more or less.

Subject to easements, rights-of-way, and covenants of record, if any.

SURVEY DESCRIPTION - LOT 9:

Being a part of the SE 1/4, NW 1/4, Section 27, T-20-N, R-30-W, Fifth Principal Meridian, and being a part of Lot 2, East Ridge Subdivision per Plat Book 2013, Page 527, in the City of Bentonville, County of Benton, State of Arkansas, being more particularly described as follows:

COMMENCING at a Found 4"x7" Stone, being the NE Corner of said SE 1/4 NW 1/4 of Section 27; Thence along the East line of said SE 1/4 NW 1/4, South 02°05'27" West 169.66 feet to a Set 5/8" Rebar w/ Cap "Ar1002" for the POINT OF BEGINNING;

Thence continuing along said East line, South 02°05'27" West 369.00 feet to a Set 5/8" Rebar w/ Cap "AR1002"; Thence departing said East line, South 64°55'21" West 340.24 feet; Thence South 02°05'27" West 267.12 feet to a Set 5/8" Rebar w/ Cap "Ar1002"; Thence South 58°07'47" West 357.40 feet to a Set 5/8" Rebar w/ Cap "Ar1002" in the Easterly Right-of-Way of Woods Creek Rd.; Thence along said Easterly Right-of-Way, North 13°41'49" West 31.58 feet to a Set 5/8" Rebar w/ Cap "AR1002"; Thence departing said Easterly Right-of-Way, North 58°07'47" East 331.59 feet to a Set 5/8" Rebar w/ Cap "AR1002"; Thence North 02°05'27" East 545.23 feet to a Set 5/8" Rebar w/ Cap "Ar1002"; Thence North 57°24'01" East 404.63 feet to the POINT OF BEGINNING, containing 130,741 Square Feet or 3.00 Acres, more or less.

Subject to easements, rights-of-way, and covenants of record, if any.

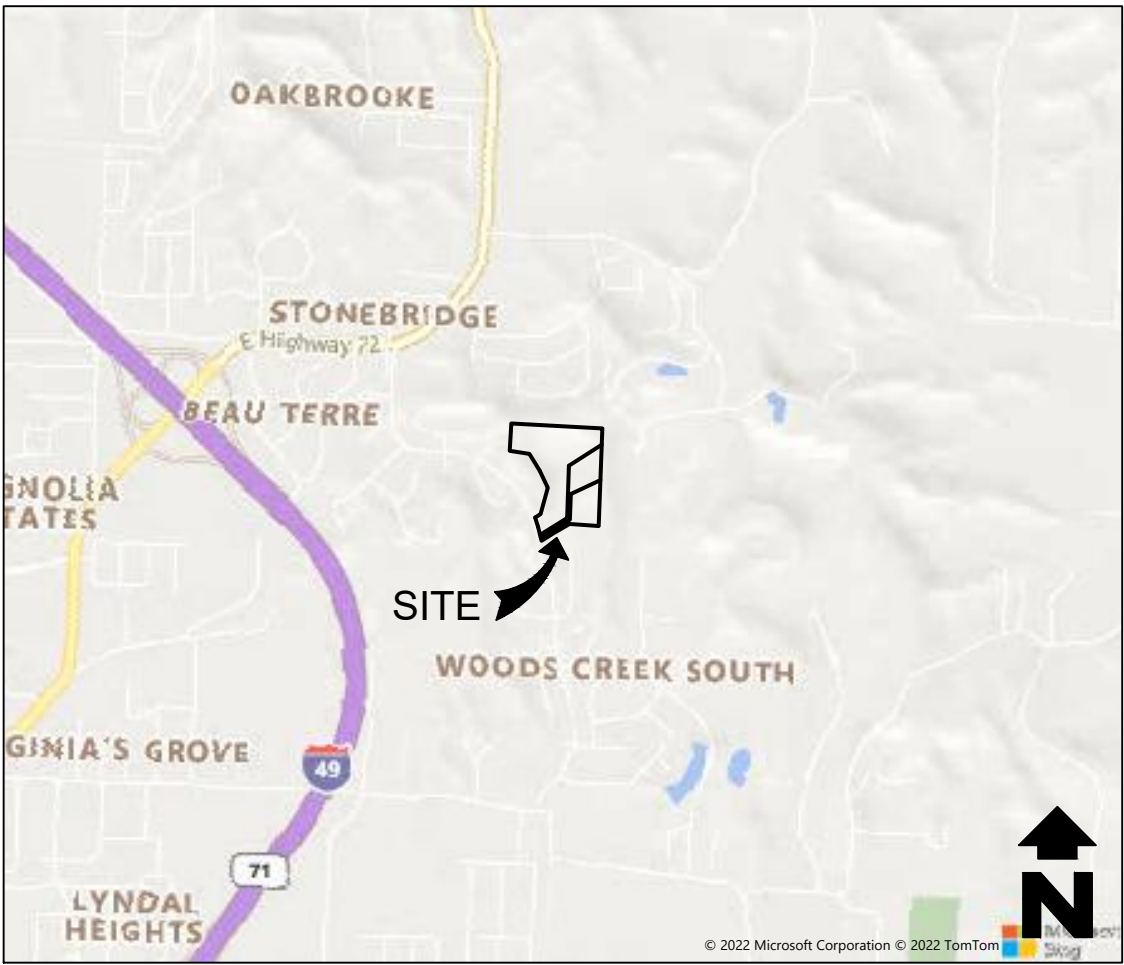
SURVEY DESCRIPTION - LOT 10:

Being a part of the SE 1/4, NW 1/4, Section 27, T-20-N, R-30-W, Fifth Principal Meridian, and being a part of Lot 2, East Ridge Subdivision per Plat Book 2013, Page 527, in the City of Bentonville, County of Benton, State of Arkansas, being more particularly described as follows:

COMMENCING at a Found 4"x7" Stone, being the NE Corner of said SE 1/4 NW 1/4 of Section 27; Thence along the East line of said SE 1/4 NW 1/4, South 02°05'27" West 169.66 feet to a Set 5/8" Rebar w/ Cap "Ar1002"; Thence South 02°05'27" West 369.00 feet to a Set 5/8" Rebar w/ Cap "AR1002" for the POINT OF BEGINNING;

Thence continuing along said East line, South 02°05'27" West 478.06 feet to a Found 1/2" Rebar w/ Cap "PLS1532"; Thence departing said East line, North 85°51'28" West 340.68 feet to a Found 1/2" Rebar w/ Cap "PLS1532"; Thence South 59°55'57" West 192.53 feet to a Found 1/2" Rebar w/ Cap "PLS1532"; Thence South 58°07'47" West 148.38 feet to a Found 1/2" Rebar w/ Cap "PLS1532" in the Easterly Right-of-Way of Woods Creek Rd.; Thence along said Easterly Right-of-Way, North 13°41'49" West 31.58 feet to a Set 5/8" Rebar w/ Cap "AR1002"; Thence departing said Easterly Right-of-Way, North 58°07'47" East 357.40 feet to a Set 5/8" Rebar w/ Cap "AR1002"; Thence North 02°05'27" East 267.12 feet to a Set 5/8" Rebar w/ Cap "Ar1002"; Thence North 64°55'21" East 340.24 feet to the POINT OF BEGINNING, containing 130,731 Square Feet or 3.00 Acres, more or less.

Subject to easements, rights-of-way, and covenants of record, if any.



VICINITY MAP

Scale: 1" = 2,000'

ATLAS PAGE # 364

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 _____
Mayor

Signed _____
City Clerk

Signed _____
Planning Commission Chairperson

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: _____

Signed: _____

Print Name: _____

Address: _____

State of Arkansas)
County of Benton)

Sworn to and subscribed before me this _____ day of _____, 2022.

Notary Public Signature _____



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



SURVEYOR'S CERTIFICATE:

I, C. Ed Gray, hereby certify that this plat correctly represents a boundary survey made by me and all monuments shown hereon actually exist and their location, size, type, and material are correctly shown.

Date of Execution: _____

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

City of Bentonville
Project No.:
LS22-0053

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 2 EAST RIDGE SUBDIVISION;
CREATING NEW LOTS 8, 9, & 10 OF EAST RIDGE SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS22-0053)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 2 EAST RIDGE SUBDIVISION, creating new LOTS 8, 9, & 10 OF EAST RIDGE SUBDIVISION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 3, 2023;

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 2 EAST RIDGE SUBDIVISION creating new LOTS 8, 9, & 10 OF EAST RIDGE SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



DRAWING LOCATION - S:\31000\31008\DRAWINGS\SURVEY\WORKING\31008LIC.DWG - SAVED BY - JCHRISTIANSEN

Property Line Adjustment of Lot 2, Bentonville Municipal Shop Addition, Lots 7 & 13, Block 2, Armstrong Addition and all of City Services Addtion, Creating Lots 1-3, City U Addition

Bentonville Housing, LLC

SE F Street and SE 3rd Street
Bentonville, Benton County, Arkansas

GENERAL NOTES:

- Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate: Easements, other that possible easements which were visible at the time of making of this survey; building setback lines, restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
- This plat represents a Lot Combination of the parcel recorded in Deed Records, Deed Bk. 2016, Pg. 79267 in the public records of Benton County, Arkansas.
- Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
- This survey if based on a title commitment/search provided by Chicage Title Insurance Company, File #1404550-106 , countersigned by Waco Title Company, Effective Date: November 3, 2014.
- Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
- Basis of Bearings: All bearing shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, as established by a Static observation processed through OPUS.
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
- The locations of underground utilities as shown hereon are based on above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
- The contractor is advised to contract the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contract all non-members as well as the One-Call System.
- The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
- No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.
- Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
- No attempt was made to show the zoned building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approve.
- No current zoning report or letter regarding zoning classification was provided to the Surveyor, the following information was obtained from the Bentonville GIS map. This property is zoned PRD (Planned Residential Development).
- By scaled map location and graphical plotting only. A portion of this property is located within Flood Zone "AE" as determined by the National Flood Insurance Program which is subject to inundation by the 1% annual chance flood (100-year flood) shown on the Flood Insurance Rate Map for Benton County, Arkansas.
Map Number: 05007C0255K
Map Revised: June 05, 2012
LMOR: 12-06-229
Effective Date: June 13, 2012
- There may not be fences or any other structures built in any drainage easements.
- Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.
- Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
- All structures must maintain minimum of 20' clearance from all electric lines.
- BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
- It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.
- Relocation of any existing electrical facilities shall be at the owner's expense.
- Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.



VICINITY MAP

NOT TO SCALE

Latitude: 36°22'10.13"N
Longitude: 94°12'15.63"W

Owner

Parcel Number:
#01-01167-000, #01-01168-000,
#01-01169-000, #01-01170-000,
#01-01171-000, #01-01172-000,
#01-10855-000, #01-05137-000
Bentonville Housing, LLC
P.O. BOX 668
Bentonville, Arkansas 72712

Surveyors:

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



CERTIFICATE OF OWNERSHIP:

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

Date of Execution: _____ Signed: _____

Name & Address: Bentonville Housing, L.L.C.
PO Box 668, Bentonville, AR 72712

Print Name: _____

Source of Title: D.R. _____, Page _____ or Inst. No. _____

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

Notary Public _____ My Commission Expires _____

CERTIFICATE OF APPROVAL:

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

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

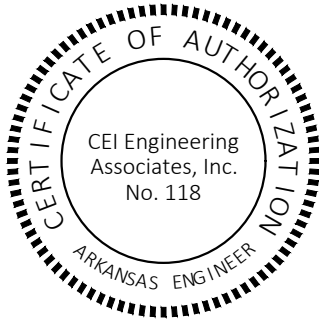
Signed: _____
City Clerk, City of Bentonville

CERTIFICATE OF SURVEYING ACCURACY:

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

Date of Execution: _____

Signed: _____
Dustin G. Riley
PLS #1618
State of Arkansas



ATLAS PAGE: 404

City of Bentonville Project # PLA22-0034

State Plat Code: 500-20N-30W-0-32-440-04-1759

REVISION		
NO.	DESCRIPTION	DATE
△	1st Sub Comm	11/23/2022



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

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

Property Line Adjustment
Bentonville Housing, LLC
SE F Street and SE 3rd Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	MEK
FIELD WORK	EDM
CEI PROJECT NUMBER	31008
DATE	11/28/2022
REVISION	REV-1

Cover Sheet

SHEET TITLE

SHEET NUMBER

1 OF 7

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



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

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

Lot Combination
Bentonville Housing, LLC
SE F Street and SE 3rd Street
Bentonville, Benton County, Arkansas

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

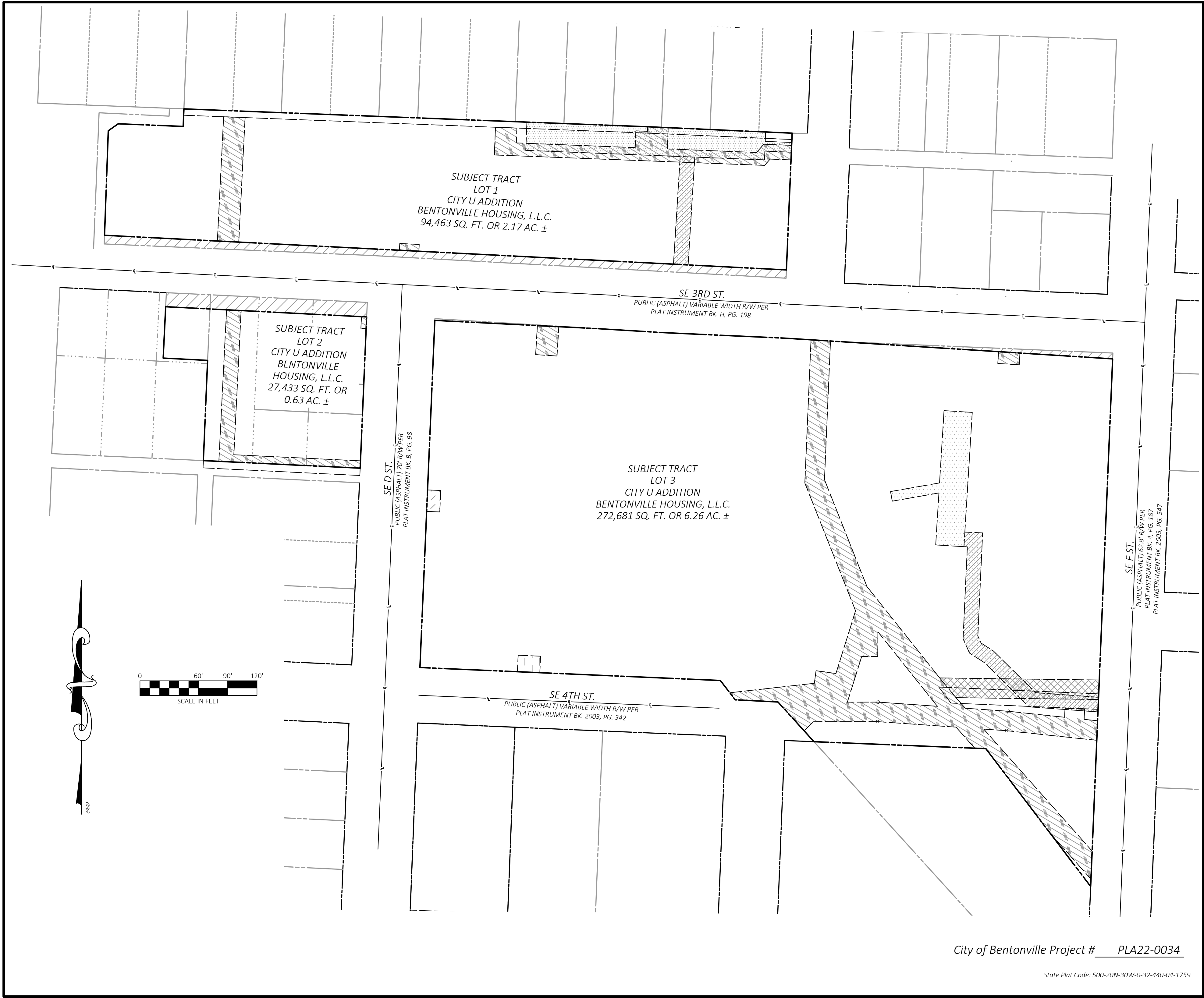
PROFESSIONAL OF RECORD	DGR
DESIGNER	MEK
FIELD WORK	EDM
CEI PROJECT NUMBER	31008
DATE	11/28/2022
REVISION	REV-1

Overview Sheet

SHEET TITLE
SHEET NUMBER

2 OF 7

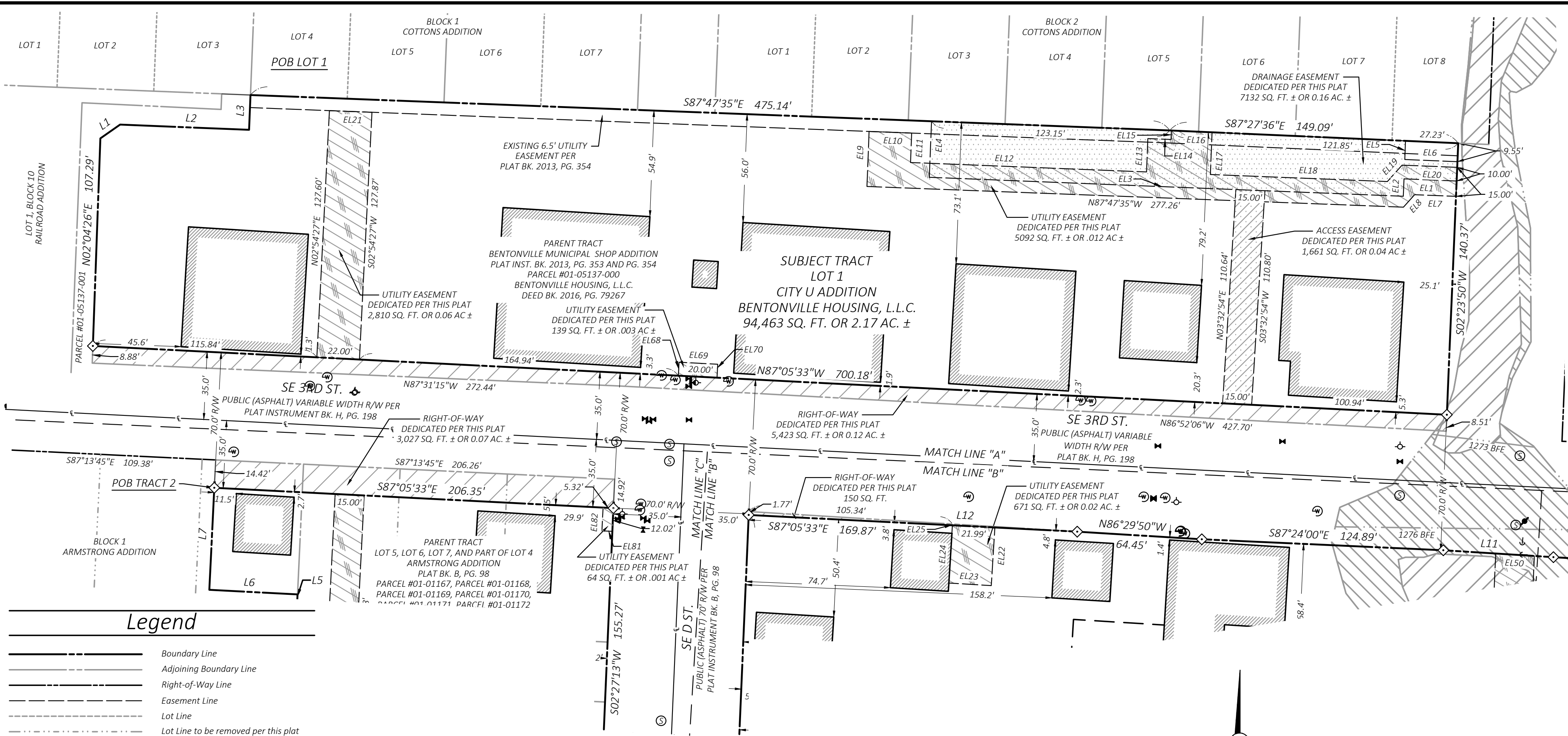
DRAWING LOCATION - S:\31000\31008\DRAWINGS\SURVEY\WORKING\31008LC.DWG - SAVED BY - JCHRISTIANSEN



City of Bentonville Project # PLA22-0034

State Plat Code: 500-20N-30W-0-32-440-04-1759

DRAWING LOCATION - S:\31000\31008\DRAWINGS\SURVEY\WORKING\31008\CD.DWG - SAVED BY - JCHRISTIANSEN



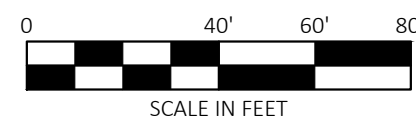
Legend

	Boundary Line
	Adjoining Boundary Line
	Right-of-Way Line
	Easement Line
	Lot Line
	Lot Line to be removed per this plat
	Found Pipe (As noted)
	Found Aluminum Cap (As Noted)
	Found Monument (As Noted)
	Set 5/8" Rebar "LS#1618"
	Gas Meter
	Electric Meter
	Water Meter
	Drainage Manhole (DMH)
	Grate Inlet (GI)
	Fire Hydrant
	Sewer Manhole (SMH)
	Sewer Clean Out
	Guy Wire / Anchor
	Utility Pole
	Light on Utility Pole
	Electric Riser
	Telephone Riser
	Water Valve
	Unknown Manhole
	Cable TV Riser
	Fiber Optic Vault
	Electric Vault
	Unknown Vault
	Backflow Preventer
	Bearing Change
	Right-of-Way
	Zone AE (Without Base Flood Elevation)
	Zone AE (Regulatory Floodway)
	Drainage and Utility Easement Per this Document
	Utility Easement Per this Document
	Drainage Easement Per this Document
	Access Easement Per this Document
	Right-of-Way Per this Document

SUBJECT Description Lot 1:

A part of Lot 2 Bentonville Municipal Shop Addition to the City of Bentonville, as shown on Plat Book 2013, Page 353 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

BEGINNING at a 1/2" Rebar LS1728, found at the most northern corner of said Lot 2;
THENCE with the north line of said Lot 2, South 87°47'35" East, 475.14 feet to a 5/8" Rebar LS1759;
THENCE South 87°27'36" East, 149.09 to a 1/2" Rebar LS1728 found at the northeast corner of said Lot 2;
THENCE with the east line of said Lot 2, South 02°23'50" West, 140.37 feet to the north right-of-way line of Southeast 3rd/ Street;
THENCE with said north right-of-way line, North 87°05'33" West, 700.18 feet to the west line of said Lot 2;
THENCE leaving said north right-of-way line, with the west line of said Lot 2, North 02°04'26" East, 107.29 feet to a found 1/2" Rebar LS1728;
THENCE North 55°00'50" East, 12.42 feet to a found 1/2" Rebar LS1728;
THENCE South 81°41'00" East, 66.67 feet to a found 1/2" Rebar LS1728;
THENCE North 02°21'12" East, 18.00 feet to the POINT OF BEGINNING, containing 94,463 square feet or 2.17 acres, more or less.



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

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

Lot Combination
Bentonville Housing, LLC
SE F Street and SE 3rd Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	MEK
FIELD WORK	EDM
CEI PROJECT NUMBER	31008
DATE	11/28/2022
REVISION	REV-1

North and West

SHEET TITLE

SHEET NUMBER

City of Bentonville Project # PLA22-0034

State Plat Code: 500-20N-30W-0-32-440-04-1759



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

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

Lot Combination
Bentonville Housing, L.L.C.
SE F Street and SE 3rd Street
Bentonville, Benton County, Arkansas

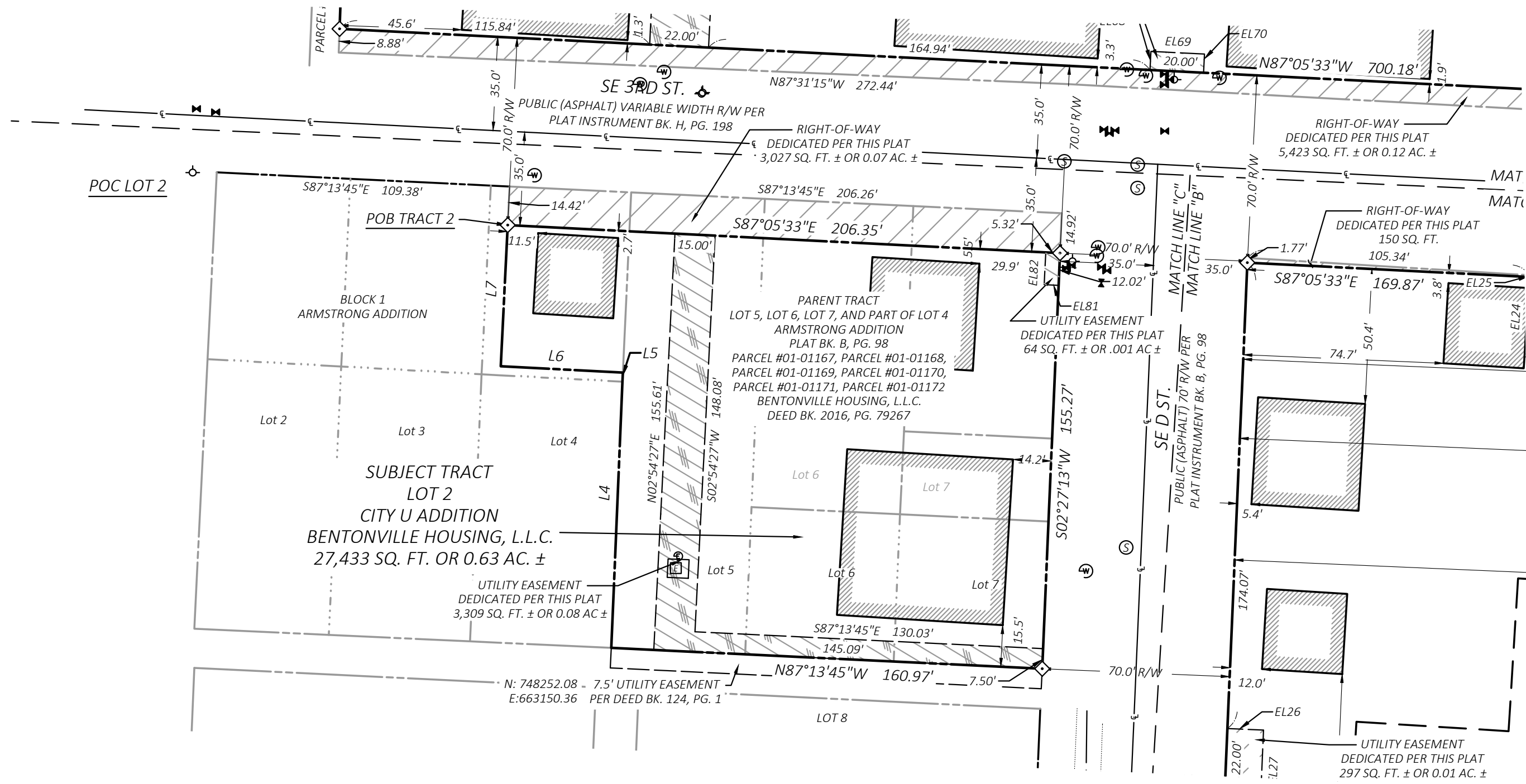
Preliminary
This document shall
not be recorded for any
purpose and shall not
be used or viewed or
relied upon as a final
survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	CNS
FIELD WORK	EDM
CEI PROJECT NUMBER	31008
DATE	11/28/2022
REVISION	REV-0

North and West

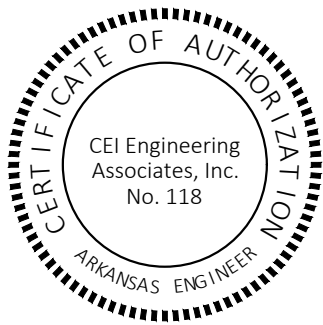
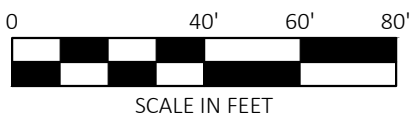
SHEET TITLE
SHEET NUMBER

4 OF 7



Legend

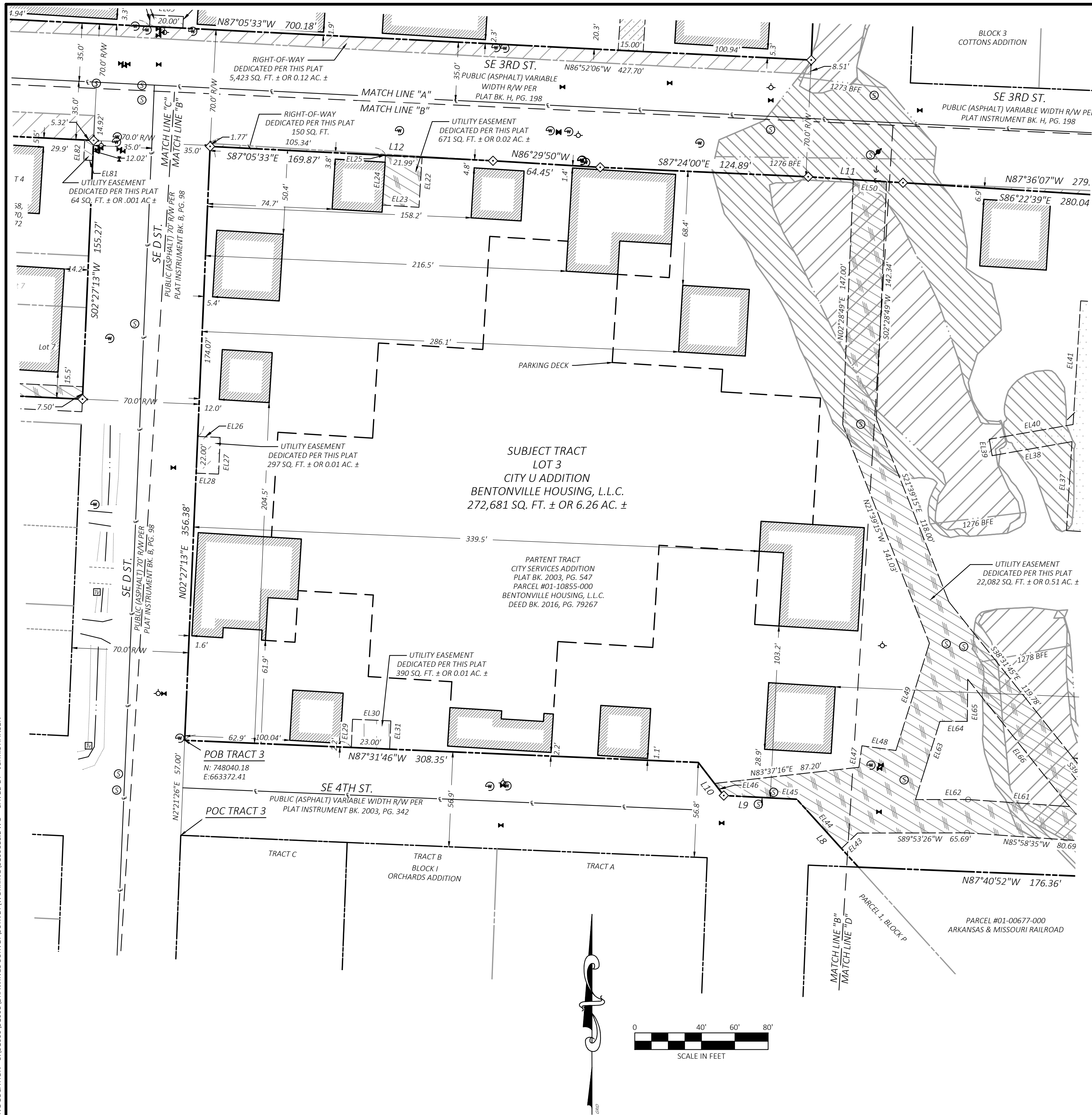
	Boundary Line
	Adjoining Boundary Line
	Right-of-Way Line
	Easement Line
	Lot Line
	Lot Line to be removed per this plat
	Found Pipe (As noted)
	Found Aluminum Cap (As Noted)
	Found Monument (As Noted)
	Set 5/8" Rebar "LS#1618"
	Gas Meter
	Electric Meter
	Water Meter
	Drainage Manhole (DMH)
	Grate Inlet (GI)
	Fire Hydrant
	Sewer Manhole (SMH)
	Sewer Clean Out
	Guy Wire / Anchor
	Utility Pole
	Light on Utility Pole
	Electric Riser
	Telephone Riser
	Water Valve
	Unknown Manhole
	Cable TV Riser
	Fiber Optic Vault
	Electric Vault
	Unknown Vault
	Backflow Preventer
	Bearing Change
	Right-of-Way
	Zone AE (Without Base Flood Elevation)
	Zone AE (Regulatory Floodway)
	Drainage and Utility Easement Per this Document
	Utility Easement Per this Document
	Drainage Easement Per this Document
	Access Easement Per this Document
	Right-of-Way Per this Document



City of Bentonville Project # PLA22-0034

State Plat Code: 500-20N-30W-0-32-440-04-1759

DRAWING LOCATION - S:\31000\31008\DRAWINGS\SURVEY\WORKING\31008\CDWG - SAVED BY - JCHRISTIANSEN



Legend

	Boundary Line
	Adjoining Boundary Line
	Right-of-Way Line
	Easement Line
	Lot Line
	Lot Line to be removed per this plat
	Found Pipe (As noted)
	Found Aluminum Cap (As Noted)
	Found Monument (As Noted)
	Set 5/8" Rebar "LS#1618"
	Gas Meter
	Electric Meter
	Water Meter
	Drainage Manhole (DMH)
	Grate Inlet (GI)
	Fire Hydrant
	Sewer Manhole (SMH)
	Sewer Clean Out
	Guy Wire / Anchor
	Utility Pole
	Light on Utility Pole
	Electric Riser
	Telephone Riser
	Water Valve
	Unknown Manhole
	Cable TV Riser
	Fiber Optic Vault
	Electric Vault
	Unknown Vault
	Backflow Preventer
	Bearing Change
	Right-of-Way
	Zone AE (Without Base Flood Elevation)
	Zone AE (Regulatory Floodway)
	Drainage and Utility Easement Per this Document
	Utility Easement Per this Document
	Drainage Easement Per this Document
	Access Easement Per this Document
	Right-of-Way Per this Document

R/W



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

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

Lot Combination
Bentonville Housing, L.L.C.
SE F Street and SE 3rd Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	CNS
FIELD WORK	EDM
CEI PROJECT NUMBER	31008
DATE	11/28/2022
REVISION	REV-0

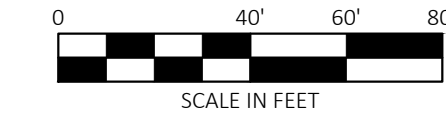
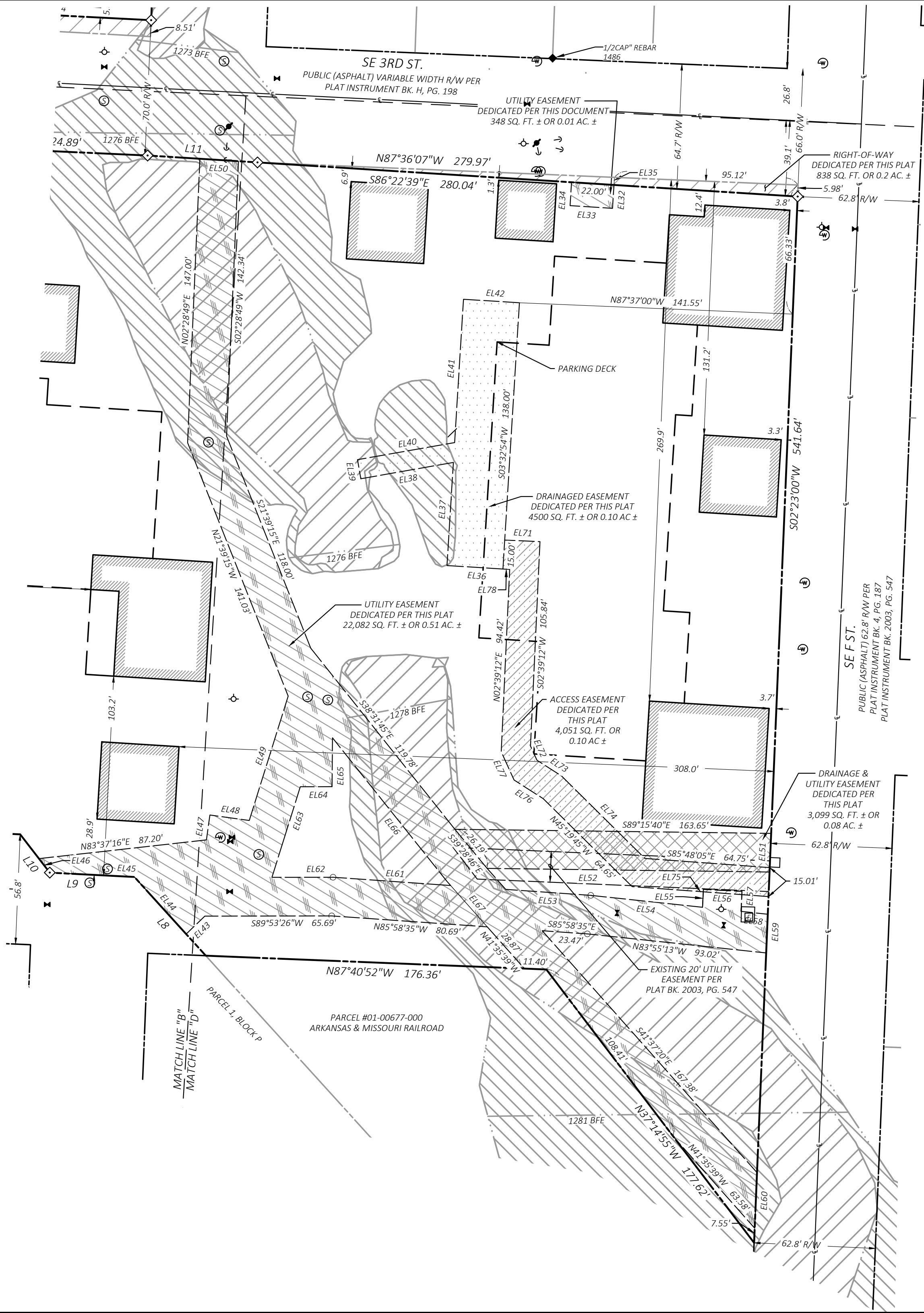
Lot Combination
Sheet
SHEET TITLE
SHEET NUMBER

City of Bentonville Project # PLA22-0034

State Plat Code: 500-20N-30W-0-32-440-04-1759

DRAWING LOCATION - S:\31000\31008\DRAWINGS\SURVEY\WORKING\31008LCD.DWG - SAVED BY - JCHRISTIANSEN

© 2022 CEI ENGINEERING ASSOCIATES, INC.

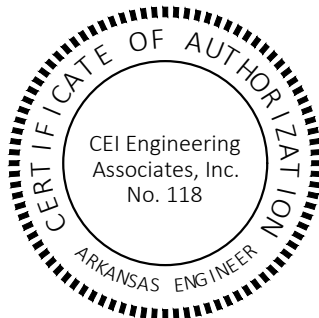


Legend	
	Boundary Line
	Adjoining Boundary Line
	Right-of-Way Line
	Easement Line
	Lot Line
	Lot Line to be removed per this plat
	Found Pipe (As noted)
	Found Aluminum Cap (As Noted)
	Found Monument (As Noted)
	Set 5/8" Rebar "LS#1618"
	Gas Meter
	Electric Meter
	Water Meter
	Drainage Manhole (DMH)
	Grate Inlet (GI)
	Fire Hydrant
	Sewer Manhole (SMH)
	Sewer Clean Out
	Guy Wire / Anchor
	Utility Pole
	Light on Utility Pole
	Electric Riser
	Telephone Riser
	Water Valve
	Unknown Manhole
	Cable TV Riser
	Fiber Optic Vault
	Electric Vault
	Unknown Vault
	Backflow Preventer
	Bearing Change
	Right-of-Way
	Zone AE (Without Base Flood Elevation)
	Zone AE (Regulatory Floodway)
	Drainage and Utility Easement Per this Document
	Utility Easement Per this Document
	Drainage Easement Per this Document
	Access Easement Per this Document
	Right-of-Way Per this Document

SUBJECT LOT 3:

A part of City Services Addition as shown on Plat Book 2003, Page 547 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING at a 1" Pipe found at the northwest corner of Tract C, Block I, Orchard Addition as shown on Plat Book 11, Page 281 in the public records of Benton County, Arkansas;
THENCE North 02°21'26" East, 57.00 feet to a 1/2" Rebar found at the southeast corner of said City Services Addition and the POINT OF BEGINNING;
THENCE with the west line of said City Services Addition, North 02°27'13" East, 356.38 feet;
THENCE South 87°05'33" East, 169.87 feet;
THENCE South 86°29'50" East, 64.45 feet;
THENCE South 87°24'00" East, 124.89 feet;
THENCE South 86°24'37" East, 56.98 feet;
THENCE South 86°22'39" East, 280.04 feet to a point in the east boundary line of said City Services Addition;
THENCE with said east boundary line, South 02°23'00" West, 541.64 feet to a 5/8" Rebar found at the southeast corner of said City Services Addition;
THENCE with the south line of said City Services Addition, North 37°14'55" West, 177.62 feet to a found 1/2" Rebar;
THENCE North 87°40'52" West, 176.36 feet to a found 1/2" Rebar;
THENCE North 42°13'35" West, 55.00 feet to a found 1/2" Rebar;
THENCE North 87°05'40" West, 43.84 feet;
THENCE North 37°38'20" West, 25.04 feet to a found 1/2" Rebar;
THENCE North 87°31'46" West, 308.35 feet to the POINT OF BEGINNING containing 272,681 square feet or 6.26 acres, more or less.



City of Bentonville Project # PLA22-0034

State Plat Code: 500-20N-30W-0-32-440-04-1759

EXHIBIT A



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

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

Lot Combination
Bentonville Housing, LLC
SE F Street and SE 3rd Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	MEK
FIELD WORK	EDM
CEI PROJECT NUMBER	31008
DATE	11/28/2022
REVISION	REV-1

Lot Combination
Sheet

SHEET TITLE
SHEET NUMBER

6 OF 7

DRAWING LOCATION - S:\31000\31008\DRAWINGS\SURVEY\WORKING\31008\LC.DWG -- SAVED BY - JCHRISTIANSEN

ADJOINER INFROMATION

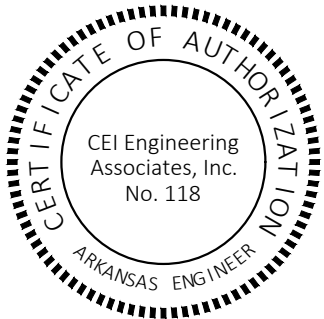
LOT 1, LOT 2, AND LOT 3, BLOCK 1 COTTONS ADDITION PARCEL #01-01877-000 RAKES FAMILY TRUST- PATSY R. DEED BK. 2015, PG. 15509	LOT 4A, A REPLAT OF LOTS 4 AND 5, BLOCK 1 COTTONS ADDITION PARCEL #01-01879-000 ALEX DANIEL AND CALAH ANDELMAN DEED INSTRUMENT L202227236	LOT 6 AND LOT 7, BLOCK 1 COTTONS ADDITION PARCEL #01-01880-000 OLIVIA VEGA DEED BK. 2010, PG. 61236	LOT 1 AND LOT 2, BLOCK 2 COTTONS ADDITION PARCEL #01-01882-000 1010 SE 4TH STREET, L.L.C. DEED INSTRUMENT L202081790	LOT 3, BLOCK 2 COTTONS ADDITION PARCEL #01-01882-001 BENNETT AND LAURA BATTLE DEED INSTRUMENT L202100599
LOT 4, BLOCK 2 COTTONS ADDITION PARCEL #01-01882-002 WAKEFIELD TRUST DEED BK. 2013, PG. 29741	LOT 5, BLOCK 2 COTTONS ADDITION PARCEL #01-01883-000 RAMONA STEIN DEED BK. 2014, PG. 59892	LOT 6, BLOCK 2 COTTONS ADDITION PARCEL #01-01883-001 SE STREET, L.L.C. DEED INSTRUMENT L202021056	LOT 7 AND LOT 8, BLOCK 2 COTTONS ADDITION PARCEL #01-01884-000 SE STREET, L.L.C. DEED INSTRUMENT L202021056	PART OF LOT 2, LOT 3, AND LOT 4, BLOCK 2 ARMSTRONGS ADDITION PARCEL #01-01166-000 FOWLER REVOCABLE TRUST, JANET C. DEED BK. 2017, PG. 60046
PART OF LOT 2, LOT 3, AND LOT 4, BLOCK 2 ARMSTRONGS ADDITION PARCEL #01-01165-000 FOWLER REVOCABLE TRUST, JANET C. DEED BK. 2017, PG. 57099	LOT 16, BLOCK 2 ARMSTRONGS ADDITION PLAT INSTRUMENT L202042105 PARCEL #01-01164-000 STEPHEN C. & ROBIN L. TRAINOR DEED BK. 2017, PG. 60046	PARCEL 1, BLOCK P ORCHARD ADDITION PARCEL #01-03608-000 KNOLL PROPERTIES, L.L.C. DEED BK. 2003, PG. 6885	PART OF LOT 1, BLOCK 10 RAILROAD ADDITION PARCEL #01-03838-000 LISA HERSCHBACH & IAN STANLEY DEED BK. 2016, PG. 48012	PARCEL #01-05137-001 CITY OF BENTONVILLE PLAT INSTRUMENT BK. 2013, PG. 353

Property Line Table		
Line #	Direction	Length
L1	N55°00'50"E	12.42'
L2	S87°41'00"E	66.67'
L3	N02°21'12"E	18.00'
L4	N02°23'47"E	99.45'
L5	N02°39'20"E	3.40'
L6	N87°01'08"W	45.62'
L7	N02°48'34"E	52.75'
L8	N42°13'35"W	55.00'
L9	N87°05'40"W	43.84'
L10	N37°38'20"W	25.04'
L11	N86°24'37"W	56.98'
L12	N86°29'50"W	169.90'

Easement Line Table		
LINE	BEARING	DISTANCE
EL1	N87°36'10"W	27.20'
EL2	S02°17'11"W	9.00'
EL3	N87°42'49"W	245.00'
EL4	N02°17'11"E	28.99'
EL5	S02°17'11"W	9.62'
EL6	S87°36'10"E	27.22'
EL7	N87°42'49"W	21.39'
EL8	S41°52'50"W	8.64'
EL9	N02°12'25"E	28.46'
EL10	S87°47'35"E	22.00'
EL11	S02°12'25"W	15.22'
EL12	S87°42'49"E	122.00'
EL13	N02°12'25"E	17.23'
EL14	S87°47'35"E	12.00'
EL15	N02°12'25"E	4.66'
EL16	S87°27'36"E	21.00'
EL17	S02°12'25"W	21.81'
EL18	S87°42'49"E	91.47'
EL19	N41°52'50"E	11.39'
EL20	S87°42'49"E	28.48'
EL21	N87°47'35"W	22.00'
EL22	S03°32'54"W	30.11'
EL23	N86°27'06"W	21.94'
EL24	N03°28'02"E	29.86'
EL25	N03°28'02"E	0.67'
EL26	S87°32'47"E	13.48'
EL27	S02°27'13"W	22.00'

Easement Line Table		
LINE	BEARING	DISTANCE
EL28	N87°32'47"W	13.48'
EL29	S02°28'14"W	16.94'
EL30	N87°31'46"W	23.00'
EL31	N02°28'14"E	16.94'
EL32	S03°37'21"W	12.11'
EL33	N86°22'39"W	22.00'
EL34	N03°37'21"E	12.11'
EL35	S03°37'21"W	3.95'
EL36	N86°27'06"W	29.00'
EL37	N03°32'54"E	53.44'
EL38	S80°00'52"W	48.62'
EL39	N09°59'08"W	10.00'
EL40	N80°00'52"E	51.02'
EL41	N03°32'54"E	74.27'
EL42	S86°27'06"E	29.00'
EL43	S46°08'16"W	13.36'
EL44	N42°13'35"W	39.89'
EL45	N87°05'40"W	43.84'
EL46	N37°38'20"W	9.16'
EL47	N07°54'09"E	12.99'
EL48	S82°05'51"E	20.56'
EL49	N17°23'11"E	67.41'
EL50	S86°24'37"E	20.00'
EL51	S02°23'00"W	20.01'
EL52	N89°15'40"W	146.17'
EL53	S85°58'35"E	44.14'
EL54	S83°55'13"E	58.13'

Easement Line Table		
LINE	BEARING	DISTANCE
EL55	N02°54'27"E	9.29'
EL56	S87°05'33"E	20.00'
EL57	S02°54'27"W	10.40'
EL58	S83°55'13"E	13.93'
EL59	S02°23'00"W	20.04'
EL60	S02°23'00"W	28.79'
EL61	N85°58'35"W	56.02'
EL62	S89°53'26"W	31.63'
EL63	N17°23'11"E	29.16'
EL64	N89°57'04"E	16.42'
EL65	N00°31'29"E	25.27'
EL66	S38°34'48"E	95.08'
EL67	S41°35'39"E	28.59'
EL68	S02°54'27"W	6.96'
EL69	N87°05'33"W	20.00'
EL70	N02°54'27"E	6.96'
EL71	S87°26'37"E	18.27'
EL72	S24°23'33"E	8.05'
EL73	S57°21'19"E	15.09'
EL74	S45°19'45"E	60.70'
EL75	N85°48'05"W	70.76'
EL76	N57°21'19"W	17.95'
EL77	N24°23'33"W	16.10'
EL78	N87°26'37"W	3.50'
EL81	N87°12'59"W	5.39'
EL82	N02°47'01"E	12.03'



City of Bentonville Project # PLA22-0034

State Plat Code: 500-20N-30W-0-32-440-04-1759

EXHIBIT A



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

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

Lot Combination
Bentonville Housing, LLC
SE F Street and SE 3rd Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	MEK
FIELD WORK	EDM
CEI PROJECT NUMBER	31008
DATE	11/28/2022
REVISION	REV-1

Tables Sheet

SHEET TITLE
SHEET NUMBER

7 OF 7

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 2
BENTONVILLE MUNICIPAL SHOP ADDITION, LOTS 7 & 13 BLOCK 2 ARMSTRONG
ADDITION, AND ALL OF CITY SERVICES ADDITION; CREATING NEW LOTS 1-3 OF
CITY U ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER
PURPOSES.**

(PROJECT NUMBER: PLA22-0034)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 2 BENTONVILLE MUNICIPAL SHOP ADDITION, LOTS 7 & 13 BLOCK 2 ARMSTRONG ADDITION, AND ALL OF CITY SERVICES ADDITION; creating new LOTS 1-3 OF CITY U ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 3, 2023;

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 LOT 2 BENTONVILLE MUNICIPAL SHOP ADDITION, LOTS 7 & 13 BLOCK 2 ARMSTRONG ADDITION, AND ALL OF CITY SERVICES ADDITION; creating new LOTS 1-3 OF CITY U ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; 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 _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

Legend

 Pending Planning Commission Items

NW C ST

NW B ST

NW 8TH ST

NW 7TH ST



1 inch = 100 feet

PLA22-0037 1/3/23
PROPERTY LINE ADJUSTMENT
COOKS ADDITION
LOTS 6-7 & 3 BLOCK 2 CREATING LOT 14



PROPERTY LINE ADJUSTMENT OF LOTS 3, 6, AND 7
BLOCK 2, COOK'S ADDITION CREATING LOT 14

SURVEY DESCRIPTION OF LOT 14:

LOTS NUMBERED THREE (3), SIX (6) AND A PART OF LOT NUMBERED SEVEN (7), ALL IN BLOCK NUMBERED TWO (2) OF COOK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN AND DESIGNATED ON THE BENTON COUNTY ATLAS OF 1903, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT THREE (3), BLOCK TWO (2), SAID POINT BEING AN EXISTING IRON REBAR; THENCE S87°18'23"E 144.80 FEET TO AN EXISTING IRON REBAR AT THE NORTHEAST CORNER OF SAID LOT THREE (3); THENCE S03°14'57"W 150.00 FEET TO AN EXISTING IRON REBAR AT THE SOUTHEAST CORNER OF SAID LOT SEVEN (7); THENCE N87°18'23"W 144.28 FEET ALONG THE SOUTH LINE OF SAID LOT SEVEN (7) TO A SET 1/2" IRON REBAR AT THE EAST RIGHT-OF-WAY LINE OF NW 'C' STREET, AS PER THE MASTER STREET PLAN OF BENTONVILLE, ARKANSAS, SAID POINT BEING 25.00 FEET EAST OF THE EXISTING PHYSICAL CENTERLINE OF SAID NW 'C' STREET; THENCE N04°19'17"E 21.13 FEET ALONG SAID EAST RIGHT-OF-WAY LINE, SAID LINE BEING 25.00 FEET EAST OF AND PARALLEL WITH THE EXISTING PHYSICAL CENTERLINE OF SAID STREET TO A SET 1/2" IRON REBAR; THENCE N00°43'38"E 21.21 FEET ALONG SAID RIGHT-OF-WAY LINE TO A SET 1/2" IRON REBAR ON THE WEST LINE OF SAID LOT SEVEN (7); THENCE N03°15'44"E 107.68 FEET ALONG THE WEST LINE OF SAID LOTS THREE (3), SIX (6) AND SEVEN (7) TO THE POINT OF BEGINNING.

CERTIFICATE OF SURVEYING ACCURACY:

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

DATE OF EXECUTION: _____

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

CERTIFICATE OF OWNERSHIP:

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

DATE OF EXECUTION: _____

SIGNED: _____
NAME AND ADDRESS: _____
PRINT NAME: _____

SOURCE OF TITLE: D.R. _____

PAGE _____

CERTIFICATE OF APPROVAL:

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT 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 OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

PLAT NOTES:

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:

EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; RESTRICTING COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

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

THIS SURVEY MEETS OR EXCEEDS THE CURRENT "ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS".

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

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

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT (R-1, LOW DENSITY SINGLE-FAMILY RESIDENTIAL) AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE.

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

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

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

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

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

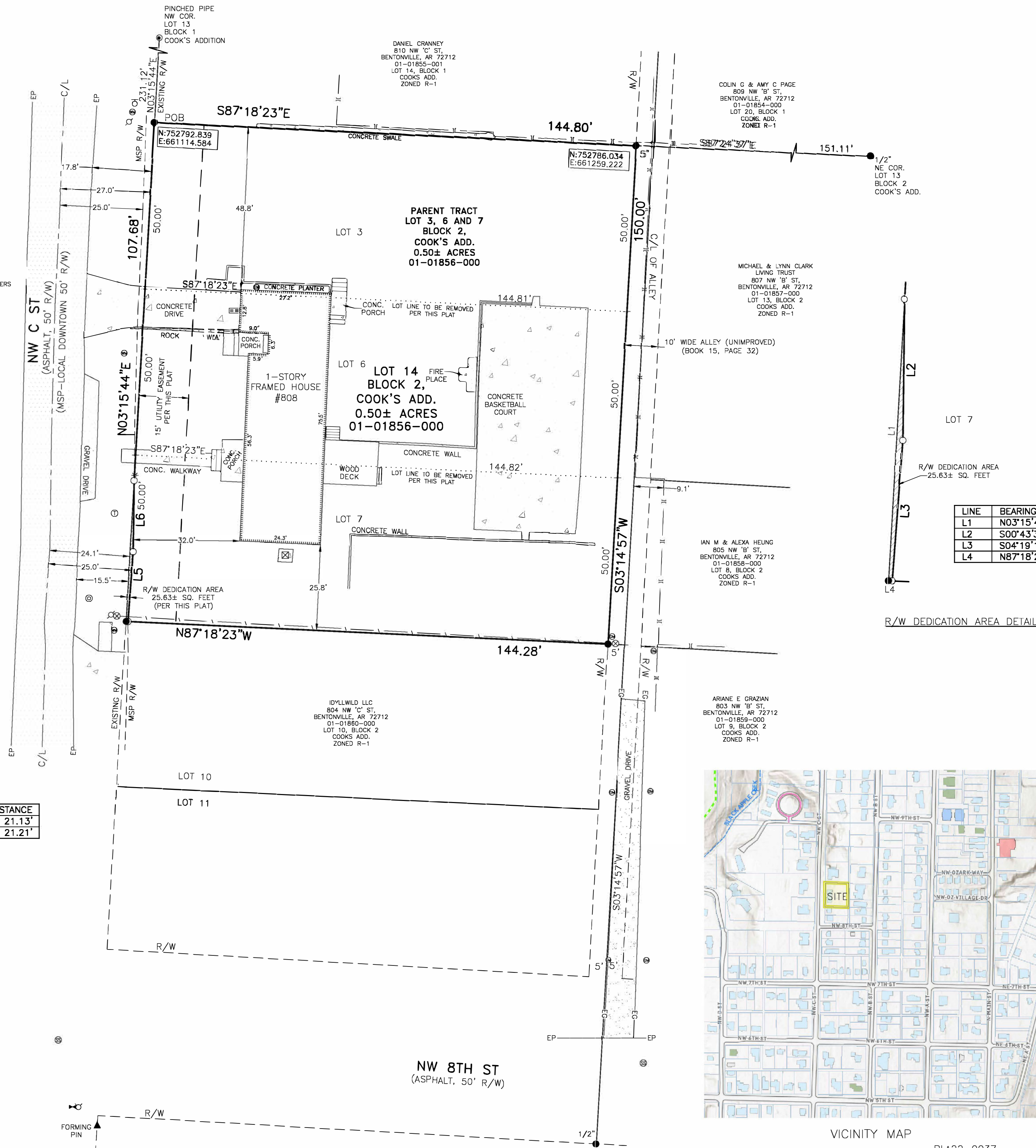
OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION, FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.

BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.

IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR AT (479) 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.

IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.

LINE	BEARING	DISTANCE
L5	N04°19'17"E	21.13'
L6	N00°43'38"E	21.21'



FLOOD DESIGNATION:
THIS PROPERTY DOES NOT LIE IN ZONE 'A/AE' (SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD) AS DETERMINED FROM THE F.I.R.M. MAP OF BENTON COUNTY, ARKANSAS, AND INCORPORATED AREAS, MAP NUMBER 05007C0090 J, EFFECTIVE DATE SEPTEMBER 28, 2007.

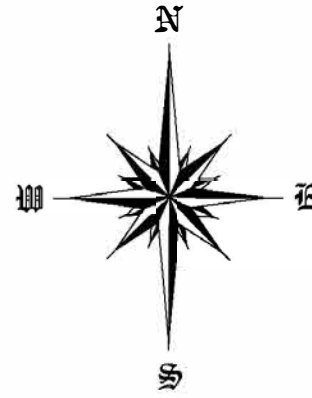


EXHIBIT A

STREET RIGHT-OF-WAY DEDICATION

A PART OF LOT NUMBERED SEVEN (7) IN BLOCK NUMBERED TWO (2) OF COOK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN AND DESIGNATED ON THE BENTON COUNTY ATLAS OF 1903, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT SEVEN (7), SAID POINT BEING AN EXISTING IRON REBAR; THENCE N03°15'44"E 42.32 FEET ALONG THE WEST LINE OF SAID LOT SEVEN (7) TO A POINT WHICH IS 25.00 FEET EAST OF THE CENTER OF NW 'C' STREET; LEAVING THE WEST LINE OF SAID LOT SEVEN (7), S00°43'38"W 21.21 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF NW 'C' STREET, SAID RIGHT-OF-WAY LINE BEING 25.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF SAID STREET, TO A POINT; THENCE S04°19'17"W 21.13 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH LINE OF SAID LOT SEVEN (7); THENCE N87°18'23"W 0.55 FEET TO THE POINT OF BEGINNING, CONTAINING 25.63 SQUARE FEET, MORE OR LESS.

LINE	BEARING	DISTANCE
L1	N03°15'44"E	42.32'
L2	S00°43'38"W	21.21'
L3	S04°19'17"W	21.13'
L4	N87°18'23"W	0.55'

R/W DEDICATION AREA DETAIL



1" = 20'

LEGEND

AC UNIT	FIBER OPTICS SIGN	SANITARY SEWER MANHOLE
BACKFLOW VALVE	FIRE HYDRANT	SATELLITE DISH
BOLLARD POST	FIRE SPRINKLER	SEPTIC TANK LID
BUGGY AXLE	FLAG POLE	SET ALUMINUM MONUMENT
CABLE BOX	GAS LINE SIGN	SET COTTON SPINDLE
CABLE TV PEDESTAL	GAS METER	SET STAKE ON LINE
CHISLED 'X'	GAS STUB	SET 1/2" IRON REBAR
COMPUTED POINT	GAS REGULATOR	STATE MONUMENT
CONC. MONUMENT	GENERATOR	STONE MONUMENT
C.O.E. MONUMENT	GROUND LIGHT	STORM DRAIN MANHOLE
DOWN GUY	IRRIG. CONTROL VALVE	STREET SIGN
DRAIN GRATE	JUNCTION BOX	T-POST
ELECTRIC BOX	LAMP POST	TELEPHONE BOX
ELECTRIC METER	MAIL BOX	TELEPHONE PEDESTAL
ELECTRIC PEDESTAL	PARKING SIGN	TEMPORARY BENCHMARK
EXIST. ALUM. CAPPED MON.	PAY PHONE	TRAFFIC SIGNAL BOX
EXIST. COTTON SPINDLE	POWER POLE	TRANSFORMER BOX
EXISTING IRON PIPE	PROPANE TANK	TREE
EXISTING IRON REBAR	RAILROAD SPIKE	WATER LINE SIGN
EXISTING NAIL	READING	WATER METER
FENCE POST	RIGHT OF WAY MONUMENT	WATER SPIGOT
EXIST. IRON IN CONCRETE	SANITARY SEWER CLEANOUT	WATER VALVE

---	CENTERLINE ROAD
- - -	RIGHT-OF-WAY LINE
- - - -	CHAIN-LINKED FENCE
- - - -	PRIVACY FENCE
=====	BUILDING LINE
=====	EASEMENT LINE
=====	PROPERTY LINE

OWNER/DEVELOPER:
KRISTOPHER T. ASHMORE (714)863-5055
KRIS.ASHMORE@JBHUNT.COM

PROPERTY ADDRESS: 808 NORTHWEST C STREET,
BENTONVILLE, AR 72712

MAILING ADDRESS: 17180 WABASH AVE,
YORBA LINDA, CA 92866

ZONED:
R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL

BASIS OF BEARINGS: ARKANSAS STATE PLANE
COORDINATE SYSTEM
(NORTH ZONE)NAD83

SHEET 1 OF 1	JOB NO. 21137-01	REVISIONS		
		DATE	DESCRIPTION	BY
		12/07/2022	CITY COMMENTS	DF
		12/21/2022	CITY COMMENTS	DF

ARA
118 S. COLLEGE AVENUE
FARGO, ARKANSAS 72701
479 444 8784
1 888 540 8784
arasurveying@abcglobal.net

Alan Reid
& ASSOCIATES
PROFESSIONAL
LAND SURVEYORS
BOUNDARY
TOPO

DRAFTSMAN	DF
DATE	11/22/2022
CHECKED	-
SCALE	1" = 20'
SHEET SIZE	24"x 36"

KRISTOPHER T. ASHMORE
808 NORTHWEST 'C' STREET,
BENTONVILLE, AR 72712

PROPERTY LINE ADJUSTMENT - BENTONVILLE, AR.

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 3, 6, &
7 BLOCK 2, COOK'S ADDITION; CREATING NEW LOT 14 COOK'S ADDITION TO
THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: PLA22-0037)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 3, 6, & 7 BLOCK 2, COOK'S ADDITION; creating new LOT 14 COOK'S ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 3, 2023;

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

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

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

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

Section 1: That the property line adjustment of LOTS 3, 6, & 7 BLOCK 2, COOK'S ADDITION; creating new LOT 14 COOK'S ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk 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 _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE STAFF REPORT



Flood Damage Prevention Codification

PC Date: 1/3/2023

Reviewer: Shelli Kerr, AICP, Comprehensive Planning
Manager

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

Staff recommends an ordinance to amend Bentonville Municipal Code, Appendix B Land Development Code, Article 1500 Flood Damage Prevention to codify the referenced Flood Damaged Prevention Code in Sec. 1500.06 and repealing redundant or conflicting codes.

The proposed ordinance provides a renumbering of Article 1500 to codify and incorporate the Flood Damage Prevention Code that was originally adopted by reference. This includes a few minor amendments including:

1. Adding clarifying text to headings and subheadings.
2. **Sec. 1500.06, Flood Damage Prevention Code Adopted By Reference:**
Replace “May 22, 2012” date with “August 28, 2007” to correct the adoption date.
3. **Sec. 1500.14 Permits and Sec. 1500.18 Establishment of floodplain development permit:**
Repeal Sec. 1500.14 and relocate it to Sec. 1500.18.
4. **Sec. 1500.19 Floodplain development permit procedures:**
Removes last statement since it is addressed specifically in subsequent sections.
5. **Sec. 1500.20 Procedures for variance from requirements of this code:**
Changes code references to match current code sections and subsections.
6. **Sec. 1500.23 Risk zone specific standards:**
Changes code references to match current code sections and subsections.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING BENTONVILLE MUNICIPAL CODE, APPENDIX B
LAND DEVELOPMENT CODE, ARTICLE 1500 FLOOD DAMAGE PREVENTION;
CODIFYING THE REFERENCED FLOOD DAMAGE PREVENTION CODE IN
SECTION 1500.06; REPEALING REDUNDANT OR CONFLICTIN LANGUAGE; AND
FOR OTHER PURPOSES.**

WHEREAS, Section 1500.06 adopts by reference a “Flood Damage Prevention Code for the City of Bentonville, Arkansas” dated May 22, 2012;

WHEREAS, the date listed as May 22, 2012 is an error and should be August 28, 2007;
and

WHEREAS, the referenced “Flood Damage Prevention Code for the City of Bentonville” should be codified and incorporated into Article 1500 Flood Damage Prevention of the Municipal Code.

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

Section 1: That Bentonville Municipal Code, Appendix B Land Development Code, Article 1500 Flood Damage Prevention should be and the same is hereby amended with the following Attachment A: Flood Damage Prevention, an electronic copy and paper copy of which is on file with the City Clerk, is hereby adopted for codification as shown in Exhibit “A”;

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 _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

EXHIBIT A

ARTICLE 1500 FLOOD DAMAGE PREVENTION

Sec. 1500.01 Statutory Authority

The Legislature of the State of Arkansas has in Ark. Code Ann. § 14-268-101 et seq., delegated the responsibility of local governmental units to adopt regulations to minimize flood losses. Therefore, the City Council of the City of Bentonville, Arkansas, does hereby ordain as follows.

Sec 1500.02 Findings Of Fact

- (a) The Federal Emergency Management Agency (FEMA) has identified Special Flood Hazard Areas of the City of Bentonville in the current scientific and engineering report entitled "The Flood Insurance Study (FIS) for Benton County, Arkansas," dated June 5, 2012 with an effective Flood Insurance Rate Map (FIRM) dated June 5, 2012.
- (b) These Special Flood Hazard Areas are subject to periodic flooding events that result in loss of life and property, pose health and safety hazards, disrupt commerce and governmental services, and cause extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- (c) The Base Level Engineering data for the City of Bentonville identifies additional areas outside the Special Flood Hazard Areas that are also subject to periodic flooding events that result in loss of life and property, pose health and safety hazards, disrupt commerce and governmental services, and cause extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety, and general welfare.
- (d) These periodic flooding events are exacerbated by the cumulative effect of floodplain developments which cause an increase in flood heights and velocities, and by the placement of inadequately elevated, inadequately floodproofed or otherwise unprotected structures or uses vulnerable to floods into Special Flood Hazard Areas. Such structures or uses are inherently hazardous to other lands because of their adverse impact on flooding events.

Sec 1500.03 Statement Of Purpose

The purpose of this ordinance is to promote the public health, safety and general welfare, to prevent adverse impacts from any floodplain development activities, and to minimize public and private losses due to flooding events in identified Special Flood Hazard Areas. This ordinance advances the stated purpose through provisions designed to:

- (a) Protect human life and health;
- (b) Protect natural floodplains against unwise development;
- (c) Eliminate adverse impacts of necessary floodplain development;
- (d) Minimize expenditure of public monies on flood control projects;

- (e) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (f) Minimize prolonged business interruptions due to flooding events;
- (g) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in Special Flood Hazard Areas;
- (h) Minimize future flood blight areas to help maintain a stable tax base; and
- (i) Provide for notice to potential buyers when property is in a Special Flood Hazard Area.

Sec 1500.04 Lands To Which This Ordinance Applies

The ordinance shall apply to all Special Flood Hazard Areas and additional areas identified in the Base Level Engineering data within the jurisdiction of the City of Bentonville, Arkansas.

Sec 1500.05 Methods Of Reducing Flood Losses

This ordinance uses the following methods to accomplish the stated purpose:

- (a) This ordinance restricts or prohibits structures or uses in Special Flood Hazard Areas that adversely impact health, safety or property during flooding events;
- (b) This ordinance requires protection against flood damage for structures or uses vulnerable to floods at the time of initial construction, or after substantial improvement of the structure, or after substantial damage has occurred;
- (c) This ordinance controls the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation and transport of flood waters;
- (d) This ordinance controls floodplain development (structural development, placement of manufactured structures, clearing, grading, mining, drilling, dredging, placement of fill, excavating, watercourse alteration, drainage improvements, roadway or bridge construction, individual water or sewer installations and other activities) which may increase flood damage by increasing flood elevations, flood water velocities, or flood discharge patterns;
- (e) This ordinance regulates the construction of flood barriers which unnaturally divert floodwaters or which may adversely impact other lands.

Sec 1500.06 Flood Damage Prevention Code ~~Adopted by Reference~~

There is hereby adopted ~~by reference~~ a "Flood Damage Prevention Code for the City of Bentonville, Arkansas," ~~dated May 22, 2012~~ adopted August 28, 2007 and codified in Sec. 1500.15 through Sec. 1500.25 of Appendix B Land Development Code of the Bentonville Municipal Code. ~~The code shall be available for inspection and copying by any person during normal office hours.~~

Sec 1500.07 Abrogation And Greater Restrictions

This ordinance does not repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Whenever there is a conflict or overlap between this ordinance and another ordinance, easement, covenant, or deed restriction, the instrument with the more stringent restrictions applies.

Sec 1500.08 Interpretation

In the interpretation and application of this ordinance, all provisions must:

- (a) Be considered as minimum requirements;
- (b) Be liberally construed in favor of the governing body; and
- (c) Be deemed to neither limit nor repeal any other powers granted under State statutes.

Sec 1500.09 Warning And Disclaimer Of Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes. Documented scientific and engineering data form the basis for these requirements. On rare occasions, flooding events greater than those considered for this ordinance will occur. In addition, flood heights may increase over time due to manmade or natural causes. This ordinance does not imply that land outside Special Flood Hazard Areas will be free from flooding, nor that strict adherence to this ordinance protects uses permitted within Special Flood Hazard Areas from all flood damages. This ordinance specifically does not create liability on the part of the community, nor any official or employee of the community, for any flood damages that result while strictly following this ordinance, or from any lawful administrative decision made under the provisions of this ordinance.

Sec 1500.10 Compliance

Constructing, locating, substantially altering or changing the use of any structure or land after the effective date of this ordinance requires full compliance with the provisions of this ordinance and all other applicable regulations.

Sec1500.11 Penalty For Non-Compliance

Flood hazards are reduced by compliance with the provisions of this code. Accordingly, enforcement of this ordinance discourages non-compliance and is a recognized mechanism for flood hazard reduction.

- (a) The Floodplain Administrator and their designee must enforce the provisions of this ordinance and is authorized to:
- (b) Issue a stop work order on non-compliant floodplain development projects;
- (c) Issue citations for non-compliance;
- (d) Request that FEMA file a 1316 Action (Denial of Flood Insurance) against non-compliant properties; and
- (e) Take any other lawful action necessary to prevent or remedy any instance of non-compliance with the provisions of this ordinance.
 - 1. It is a misdemeanor to violate or fail to comply with any provision of this ordinance.
 - 2. Any person found, in a court of competent jurisdiction, guilty of violating this ordinance is subject to fines of not more than \$500 per day for each violation; in addition, the defendant is subject to payment of all associated court costs and costs involved in the case.

Sec 1500.12 Severability

If any court of competent jurisdiction finds that any section, clause, sentence, or phrase of this ordinance is invalid or unconstitutional, that finding in no way affects the validity of the remaining portions of this ordinance.

Sec 1500.13 Fees

The applicant shall pay the fee listed on the permit application, as adopted from time to time by City Council.

Sec 1500.14 ~~Permits Repealed~~

- ~~(a) *Applicability.* Any structural development, placement of manufactured structures, clearing, grading, mining, drilling, dredging, placement of fill, excavating, watercourse alteration, drainage improvements, roadway or bridge construction, individual water or sewer installations and other activities must be approved via the current Floodplain Development Permit Application prior to any work within the Special Flood Hazard Area.~~
- ~~(b) *Exemptions.* No exemptions may be granted without a written request to the city Floodplain Administrator and approval by the appropriate board.~~
- ~~(c) *Application.*~~
 - ~~(1) *Application Form.* Completed and signed application form.~~
 - ~~(2) *Fee.* Payment of fee as indicated on the application.~~
- ~~(d) *Review and approval.* Any Floodplain Development permit may not be completely reviewed until all associative documents and detailed study information has been made available to the Floodplain Administrator. Upon completion of the review a determination will be made to approve or deny the permit.~~

ARTICLE 1

- ~~(d) **DEFINITIONS** *Applicability.* Any structural development, placement of manufactured structures, clearing, grading, mining, drilling, dredging, placement of fill, excavating, watercourse alteration, drainage improvements, roadway or bridge construction, individual water or sewer installations and other activities must be approved via the current Floodplain Development Permit Application prior to any work within the Special Flood Hazard Area.~~
- ~~(d) *Exemptions.* No exemptions may be granted without a written request to the city Floodplain Administrator and approval by the appropriate board.~~
- ~~(d) *Application.*~~
 - ~~(2) *Application Form.* Completed and signed application form.~~
 - ~~(2) *Fee.* Payment of fee as indicated on the application.~~
- ~~(d) *Review and approval.* Any Floodplain Development permit may not be completely reviewed until all associative documents and detailed study information has been made available to the Floodplain Administrator. Upon completion of the review a determination will be made to approve or deny the permit.~~

ARTICLE 1

DEFINITIONS

Sec. 1500.15 Definitions

Unless specifically defined below, words or phrases used in this Code have their common usage meaning to give the most reasonable application to this Code.

Additional definitions for floodplain management terms can be found at Part §59.1 of 44 CFR.

44 CFR (Emergency Management and Assistance – National Flood Insurance Program Regulations) Parts 59-75 contain Federal regulations upon which local floodplain managements are based

44 CFR § 65.12 – contains the section of the Federal regulations which involves revision of flood insurance rate maps to reflect base flood elevations caused by proposed encroachments.

“100-Year Flood” is any flood with a 1% chance of occurring in any given year. The term is misleading, because of its statistical derivation. A “100-year flood” may occur many times in any given 100-year period, or it may not occur at all in 100 years.

“500-Year Flood” is any flood with a 0.2% chance of occurring in any given year. As with the 100-year flood, this term is also misleading, because of its statistical derivation. A “500-year flood” may occur many times in any given 500-year period, or it may not occur at all in 500 years.

“Accessory Structures” are structures which are on the same parcel of property as the principle structure and the use of which is incidental to the use of the principle structure (such as garages and storage sheds).

“Adverse Impact” means any negative or harmful effect.

“AE Risk Zones” are special flood hazard areas where detailed studies have determined base flood elevations.

“AH Risk Zones” are special flood hazard areas characterized by shallow flooding with ponding effects (where floodwaters accumulate in depressions and linger until absorbed or evaporated).

“AO Risk Zones” are special flood hazard areas characterized by shallow flooding with sheet flow (where floodwaters flow in a broad, shallow sheet rather than through a narrow channel).

“A Risk Zones” are special flood hazard areas without detailed studies, where base flood elevations have not been determined.

“Appeal Board” means a person or persons specifically designated to render decisions on variance applications and floodplain management complaints.

“Automatic” entry and exit of floodwaters means that the water must be able to enter and exit with no intervening action from a person.

“Base Flood” is the flood profile used as the basis for the NFIP regulations. The Federal government has selected the “100-year flood” as the base flood.

“Base Flood Elevation” refers to the expected height of floodwaters during the peak of the base flood event.

“Basement” is any enclosed area that is below grade on all four walls.

“BFE” is the acronym for Base Flood Elevation.

“Buoyancy” is the upward force exerted by water. Buoyancy can cause underground tanks to float free and can lift structures off foundations.

“Certificates of Compliance” are formal documents issued by floodplain administrators certifying that completed projects comply with the requirements of the local Code.

“CFR” is the acronym for the Code of Federal Regulations. The Code of Federal Regulations is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation. The Federal regulations pertaining to the national Flood Insurance Program are found in title 44, Emergency Management and Assistance.

“Clearing” is the act of cutting timber or shrubs from an area

“Commercial Business Park” is typically an area of offices or light industrial usage, although retail, service, or industrial usage is sometimes included in supporting roles. For example, a commercial business park of office complexes may also include restaurants which service these offices.

“Concrete Deadman Anchors” are heavy steel rods embedded in buried sections of concrete, used to secure items in place under tension.

“Covenant” is a clause in a contract that requires one party to do, or refrain from doing, certain things. A covenant frequently appears as a restriction that a lender imposes on a borrower.

“Crawlspace” is a type of structural foundation where the space beneath the lowest floor is typically not deep enough to allow a person to stand and not all four walls are below grade.

“Critical Facilities” include: Governmental facilities that are considered essential for the delivery of critical services and crisis management (such as data and communication centers and key governmental complexes); facilities that are essential for the health and welfare of the whole population (such as hospitals, prisons, police and fire stations, emergency operations centers, evacuation shelters and schools); mass transportation facilities (such as airports, bus terminals, train terminals); lifeline utility systems (including potable water, wastewater, oil, natural gas, electric power and communications systems); high potential loss facilities (such as nuclear power plants or military installations); hazardous material facilities (such as industrial facilities housing or manufacturing or disposing of corrosives, explosives, flammable materials, radioactive materials and toxins).

“D Zones” areas in which the flood hazard has not been determined, but may be possible

“Deed Restriction” refers to a clause in a deed that limits the future uses of the property in some respect. Deed restrictions may impose a vast variety of limitations and conditions, for example, they may limit the density of buildings, dictate the types of structures that can be erected, prevent buildings from being used for specific purposes or even from being used at all.

“Development” broadly means any manmade change in improved or unimproved real estate. It includes, but is not limited to, construction, reconstruction, or placement of a building, or any addition or substantial improvement to a building. “Development” also includes the installation of a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer on a site for more than 180 consecutive days. The installation of utilities, construction of roads, bridges, culverts or similar projects are also “developments.” Construction or erection of levees, dams, walls, or fences; drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface are “developments.” Storage of materials including the placement of gas and liquid storage tanks are “developments,” as are channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters. “Development” does not include maintenance of existing buildings and facilities, maintenance of existing drainage ditches, resurfacing of roads, gardening, plowing, or similar practices that do not involve filling, grading, or construction of levees.

“Development Permit” refers to the permit required for placing a “development” in the floodplain.

“Easements” are rights or permissions held by one person to make specific, limited use of land owned by another person.

“Elevation Certificate” refers to FEMA form 81-31, which for the purposes of this Code must be properly completed by a Professional Engineer, Surveyor or Architect licensed to practice in the State of Arkansas.

“Erosion” is the process of soil removal by moving water.

“Existing Structure” means, for floodplain management purposes, a structure which is in place before any reconstruction, rehabilitation, addition, or other improvement takes place.

“Existing Manufactured Home Park or Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

“Expansion to an Existing Manufactured Home Park or Subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“Federal Emergency Management Agency”, or FEMA, is the Federal agency responsible for administering the National Flood Insurance Program.

“FEMA” is the acronym for the Federal Emergency Management Agency.

“Fill” refers to the placement of natural sand, dirt, soil, rock, concrete, cement, brick or similar material at a specified location to bring the ground surface up to a desired elevation.

“FIRM” is the acronym for Flood Insurance Rate Map.

“Flood Fringe” refers to the portion of the 100-year floodplain which is outside the floodway (See definition of floodway below.)

“Flood Insurance Rate Map” (or “FIRM”) refers to the official flood map of a community on which FEMA has categorized Special Flood Hazard Areas into risk premium zones.

“Flood Insurance Study” (or “FIS”) is the official report provided by FEMA. It contains flood profiles, floodway tables, engineering methods, and other descriptive and technical data.

“Floodplain Management” means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

“Flooding Events” are general or temporary conditions of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or from the unusual and rapid accumulation or runoff of surface waters from any source.

“Floodplain” refers to any land area susceptible to inundation by floodwaters from any source. For the purposes of this Code, floodplain refers to the land area susceptible to being inundated by the base flood.

“Floodplain Administrator” refers to the community official designated in the local Flood Damage Prevention Code as responsible for the Code’s administration.

“Floodplain Development Permit” is a permit issued by the local Floodplain Administrator and is required before beginning any development in an area designated as a Special Flood Hazard Area on the community’s FIRM.

“Floodproofing” is a combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate the risk of flood damage.

“Floodproofing Certificate” refers to FEMA form 81-65, which for the purposes of this Code must be properly completed by a Professional Engineer or Architect licensed to practice in the State of Arkansas.

“Floodway or Regulatory Floodway” refers to a stream channel and the land to either side of the stream channel that must remain undeveloped and open in order to allow floodwaters to pass without increasing the base flood elevation more than a designated height. For the purposes of this Code, the height is one foot (1 ft.). Severe restrictions or prohibitions are imposed on development within the floodway.

“Flow-through Openings” are openings specifically designed to allow floodwaters to flow into and out of enclosed spaces, minimizing the danger of foundation or wall collapse from lateral hydrostatic pressure.

“Functionally Dependent Use” is a use that requires a location or construction contrary to the requirements of the Code. Shipyards and docks are the most common examples of “functionally dependant uses,” but in Arkansas, water and wastewater treatment facilities are often constructed on normally prohibited sites. Another example of a functionally dependant use might be an addition to a manufacturing facility with precision equipment which must align with existing equipment in a pre-existing, pre-FIRM building. Variances may be granted for functionally dependant uses.

“Grade” means the surface of the ground.

“Grading” means to smooth the surface of the ground, typically with heavy construction equipment.

“Highest Adjacent Grade” (HAG) means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

“Historical Structure” means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in states without approved programs.

“Hydrodynamic Forces” are the forces and stresses associated with moving water, including impacts from objects carried in the water.

“Hydrostatic Flood Forces” are the forces and stresses associated with standing floodwaters.

“Lacustrine Flooding” is flooding associated with a lake.

“Lateral Forces” are the horizontal hydrostatic forces associated with standing water. Water exerts an equal force in all directions, and as little as three feet of standing water can generate sufficient lateral force to collapse a foundation or wall.

“Lowest Floor” refers to the lowest floor of the lowest enclosed area (including basement). For a typical **slab-on-grade construction**, the elevation of the lowest floor is the top of the first floor of

the house. For a typical **basement foundation construction**, the elevation of the lowest floor is the top of the basement floor. For a typical **crawlspace foundation construction**, the elevation of the lowest floor is the top of the first floor of the house. For typical **split-level constructions**, the elevation of the lowest floor is the top of the first living area floor – the **garage floor** is not the lowest floor as long as there are no living areas in the garage and it is used solely for storage, parking vehicles and entry to the house. The elevation of the lowest floor of a **manufactured home**, however, is the bottom surface of the lowest floor joist.

“Manufactured Homes or Structures” are modular in nature and are constructed elsewhere and transported to another site for placement, assembly, or reassembly.

“Manufactured Home Park or Subdivision” means a parcel (or contiguous parcels) of land subdivided into two or more manufactured home lots for rent or sale.

“Mean Sea Level” (MSL) means, for the purposes of the NFIP, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s FIRM are referenced.

“Mixed Use Structures” are structures with both a business and a residential component, but where the area used for business is less than 50% of the total floor area of the structure.

“New Construction” means, for floodplain management purposes, structures for which the “start of construction” commenced on or after the date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

“New Manufactured Home Park or Subdivision” - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

“No Adverse Impact Principle” is a principle of restricting or prohibiting land development that does harm or “adversely affects” someone else’s property or land.

“Nonresidential Structures” are structures used only for commercial or public purposes, such as businesses, schools, churches, etc...**“No-Rise Certificates”** are formal certifications signed and stamped by a Professional Engineer licensed to practice in the State of Arkansas, demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that a proposed development will not result in any increase in flood levels within the community during the occurrence of a base flood event.

“Piers” are columns of masonry or other structural material (commonly cement blocks stacked up to support a manufactured home), usually rectangular, used to support other structural members.

“Pilings” are steel tubes driven to rock or a suitable soil bearing layer and connected to the foundation of a structure.

“Ponding” is a flooding effect where floodwaters accumulate in shallow depressions and linger until absorbed or evaporated.

“Recreational Vehicles” means a vehicle which is:

- i. Built on a single chassis;
- ii. 400 square feet or less when measured at the largest horizontal projections;
- iii. Designed to be self-propelled or permanently towable by a light duty truck; and
- iv. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

“Risk Zones” categorize special flood hazard areas into groupings by the specific risk of flooding. Zones A, AE, AO, and AH are Special Flood Hazard Areas. See “X Risk Zones” in this section.

“Riverine Flooding” is flooding associated with a river or stream channel.

“RV” is the acronym for recreational vehicle.

“Screw Augers” are any type of anchor that twists into the soil, typically to a depth of 4 feet or more. They are not suitable for securing manufactured homes against floodwaters because saturated grounds often soften and fail to hold the anchor in place.

“Section 404 Wetlands Permit” is a permit required under Section 404 of the Clean Water Act for the discharge of dredged and fill material into any surface water of the United States. The US Army Corps of Engineers issues Section 404 permits.

“SFHA” is the acronym for Special Flood Hazard Area.

“Shallow Flooding” means a depth of less than 3 feet.

“Slab Anchors” are anchors where the hook of the anchor is wrapped around a horizontal rebar in the slab before the concrete is poured.

“Special Flood Hazard Areas” are geographical areas identified on FEMA flood maps as being at-risk for flooding. The maps further categorize these areas into various flood risk zones A, AE, AH, and AO.

“Start of Construction” includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“State Coordinating Agency” is the agency that acts as a liaison between FEMA and a community for the purposes of floodplain management. The Arkansas Natural Resources Commission is the State Coordinating Agency for Arkansas.

“Stream Channels” are depressed natural pathways through which water of any quantity routinely flows.

“Structural Development” is a development that includes the placement or construction of a structure.

“Structure” for the purposes of floodplain management, refers to any building with two or more rigid walls and a fully secured roof on a permanent site or to any gas or liquid storage tank that is principally above ground.

“Substantial Damage” is damage of any origin where the cost to restore a structure to its original undamaged state would equal or exceed 50% of the market value of the structure before any damage occurred. In determining whether substantial damage has occurred, estimators must use standard contractor and materials costs. There are no exceptions for homeowners who make their own repairs or for discounted or free raw materials.

“Substantial Improvement” is any reconstruction, remodeling, addition or improvement to a structure with a cost equaling or exceeding 50% of the market value of the structure before any improvement. Improvements to correct identified violations of local health, sanitary or safety Codes are not substantial improvements, regardless of the cost, as long as they are the minimum improvement necessary to bring the structure up to Code. Alterations to historical structures are also exempted, as long as the improvement does not affect the structure’s official status of “historical structure.”

“Uses Vulnerable to Floods” are simply any land or structural uses that may be negatively affected by a flood.

“Variance” is a formal, written permission from the Appeals Board to construct or develop in a way that is inconsistent with the requirements of this Code. The variance only deals with this Code – the Appeals Board has no authority to waive any other governmental requirement, and has no say in the cost of flood insurance.

“Violation” - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this Code is presumed to be in violation until such time as that documentation is provided.

“Watercourse Alteration” refers to any change that occurs within the banks of a watercourse.

“Water Surface Elevation” - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

“X Risk Zones” are a special group of insurance risk zones. One type, shown as non-shaded areas on FEMA issued flood maps, indicates a zone where flooding is not expected to occur. The second type, shown as shaded areas of FEMA flood maps, indicates a flood hazard area that is expected to be affected by the 500-year flood, but not by the 100-year base flood.

ARTICLE 2 ADMINISTRATION

ARTICLE 2 ADMINISTRATIONARTICLE 2 ADMINISTRAT

Sec. 1500.16 Designation of the Floodplain Administration

The Mayor of the City of Bentonville, or their designee, is hereby appointed the Floodplain Administrator.

Sec. 1500.17 Duties & responsibilities of the floodplain administrator

It is the duty and responsibility of the Floodplain Administrator or their designee to:

- (a) *Obtain accreditation.* Obtain accreditation each year as required by A.C.A. §14-268-106 through the State Coordinating Agency, which is the Arkansas Natural Resources Commission.

- (b) *Administer code compliance.* Administer and implement the provisions of this Code and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) as they pertain to floodplain management
- (c) *Review applications.* Review applications for Floodplain Development Permits to:
 - (1) Evaluate proposed projects for reasonable safety from flooding;
 - (2) Evaluate proposed projects for conformance with No Adverse Impact principles;
 - (3) Ensure that all other permits necessary (including Section 404 Wetlands Permits as required by the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) for proposed projects are obtained from the appropriate government agency prior to issuing a Floodplain Development Permit; and
 - (4) Ensure that proposed projects conform to the applicable provisions of this Code.
- (d) *Approve or deny applications.* Approve or deny applications for Floodplain Development Permits on the basis of:
 - (1) The proposed development's compliance or non-compliance with the provisions of this Code;
 - (2) The expected flood elevation, flood water velocity, flood duration, rate of rise and sediment transport of the floodwaters expected at the proposed development site;
 - (3) The proposed development's potential to adversely impact life and property by changing flooding patterns, changing erosion rates, or being swept onto other lands by flood waters;
 - (4) The proposed development's susceptibility to flood damage;
 - (5) The proposed development's compatibility with existing and planned community development;
 - (6) The proposed development's accessibility by ordinary and emergency vehicles during flooding events;
 - (7) The anticipated costs of providing governmental services to the proposed development during and after flooding events, including maintenance and repair of streets, bridges, facilities and public utilities such as sewer, gas, electrical and water systems;
 - (8) The proposed development's functionally dependent use;
 - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed development; and
 - (10) The relationship of the proposed use to the comprehensive plan for that area.
- (e) *Interpret boundaries.* Interpret the exact location of the boundaries of Special Flood Hazard Areas whenever a mapped boundary appears to be different from actual field conditions. (The sole purpose of this interpretation is to determinate the applicability of the provisions of this Code to the proposed project.)
- (f) *Provide notifications.* Notify adjacent communities and the State Coordinating Agency, which is the Arkansas Natural Resources Commission, a minimum of 60 days prior to any

alteration or relocation of a watercourse and submit evidence of all such notifications to FEMA.

- (g) *Review flood carrying capacity.* Ensure that the flood carrying capacity within an altered or relocated portion of a watercourse is not diminished, and that the alteration or relocation does not adversely impact any other lands.
- (h) *Review base flood elevation data.* Obtain, review and reasonably utilize, whenever the current Flood Insurance Study or current Flood Insurance Rate Map does not provide base flood elevation data, any base flood elevation data and floodway data available from any Federal, State or other source. The Floodplain Administrator may obtain such data by requiring the applicant to submit it in conjunction with a Floodplain Development Permit application. (The sole use of this data is the administration of the provisions of this Code.)
- (i) *Provide inspections.* Inspect floodplain developments as necessary to ensure construction is in accordance with the application data that formed the basis for the decision to issue the Floodplain Development Permit.
- (j) *Issue Certificates of Compliance.*
- (k) *Maintain documents.* Maintain all records and documents pertaining to this Code for public inspection.

Sec. 1500.18 Establishment of floodplain development permit

~~(e)~~(d) *Applicability.* A Floodplain Development Permit is required for all structural development, placement of manufactured structures, clearing, grading, mining, drilling, dredging, placement of fill, excavating, watercourse alteration, drainage improvements, roadway or bridge construction, individual water or sewer installations or any other development in a Special Flood Hazard Area to ensure conformance with the provisions of this Code.

~~(f)~~(e) *Exemptions.* No exemptions may be granted without a written request to the city Floodplain Administrator and approval by the appropriate board.

~~(g)~~(f) *Application.*

(3) *Application Form.* Completed and signed application form.

(4) *Fee.* Payment of fee as indicated on the application.

(e) *Review and approval.* Any Floodplain Development permit may not be completely reviewed until all associative documents and detailed study information has been made

available to the Floodplain Administrator. Upon completion of the review a determination will be made to approve or deny the permit.

Sec. 1500.19 Floodplain development Permit procedures

- (a) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard.
- (b) The documentation required with each Application for a Floodplain Development Permit, and the specific provisions of this Code applicable to the proposed development, are dependant upon the type of development proposed and the Risk Zone of the proposed development site. *Sec. 1500.21 Special Flood Hazard Areas General Standards* contains standards for all developments in all Risk Zones. Sec. 1500.22 – 25 contain standards for specific development types in specific Risk Zones.

The decision of the Floodplain Administrator to approve or deny issuance of a Floodplain Development Permit is subject to appeal to the designated Appeal Board. ~~Within the City of Bentonville, Arkansas, the designated Appeal Board is the Board of Adjustment.~~ Within the City of Bentonville, Arkansas the designated Appeal Board is the Board of Adjustment
~~Within the City of Bentonville, Arkansas the designated Appeal Board is the Board of Adjustment~~

Sec. 1500.20 Procedures for variance from the requirements of this code

- (a) Applicants must submit petitions for variances directly to the Board of Adjustment ~~(Section E):~~
- (b) Variances may only be issued:
 - (a) if showing a good and sufficient cause;
 - (b) granting of the variance will not result in any adverse impact upon other lands;
 - (c) if granting of the variance will not result in any additional threats to public safety;
 - (d) if granting of the variance will not result in extraordinary public expense;
 - (e) if granting of the variance does not create a nuisance, cause fraud on or victimization of the public, or conflict with existing laws or ordinances;
 - (f) if granting of the variance will not result in increased flood heights or an increase in expected flood velocities;
 - (g) if the requested variance is the minimum necessary, considering the flood hazards, to afford the necessary relief; and
 - (h) upon determination that the requested variance is necessary to avoid an extraordinary hardship to the applicant.
- (c) Variances may not be issued for developments inside a regulatory floodway unless

- (a) all requirements of 44 CFR §65.12 are first met; or
- (b) the following requirements are met:
 - a. a No-Rise Certificate signed and sealed by a Professional Engineer licensed to practice in the State of Arkansas is submitted to document that no increase in the base flood elevation would result from granting a variance for the proposed development;
 - b. protective measures are employed to minimize damages during flooding events; and
 - c. the variance does not result in any adverse impact to other lands.
- (d) Examples of developments for which variance petitions may be appropriate include but are not limited to
 - (a) the new construction of, or substantial improvement to, a structure on a lot of 1/2 acre or less in size that is surrounded by contiguous lots with existing structures constructed below the base flood elevation;
 - (b) for the reconstruction, rehabilitation or restoration of an historical structure, provided that:
 - a. the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure; and
 - b. the variance is the minimum necessary to preserve the historic character and design of the structure.
 - (c) the new construction of, substantial improvement to, or other development necessary to conduct a functionally dependent use, provided that:
 - a. the criteria outlined in *Sec. 1500.20 Procedures for Variance from Requirements of this Code* (3) and (4) and *Sec. 1500.21 Appeal Board* ~~Article 2, Section F~~ are met, and
 - b. the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Sec. 1500.21 Appeal board

- (a) Within the City of Bentonville, Arkansas the Board of Adjustment is the designated Appeal Board.
- (b) The Appeal Board will consider an appeal only with allegations of an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Code.
- (c) Upon consideration of the factors noted in Article 1, Sections E and F, and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance.

- (d) Appeal Board decisions are binding only upon the requirements of this Code and have no bearing on the decision of any lending institution to require the purchase of flood insurance or on the rate determination of such insurance.
- (e) Any time the Appeal Board issues a variance, it must provide the applicant with a formal written warning of an increased risk of flood damage due to removal of restrictions designed to lessen such risks. The notice must also warn of a corresponding increase in the cost of flood insurance, since the cost of such insurance will be commensurate with the increased risk.
- (f) Aggrieved parties may appeal any decision of the Appeal Board to a court of competent jurisdiction.

ARTICLE 3 **~~PROVISIONS FOR FLOOD HAZARD REDUCTION~~**

Sec. 1500.22 Special Flood Hazard Areas general standards

The following standards apply to all developments in Special Flood Hazard Areas, regardless of the type of proposed development or the Risk Zone of the proposed site.

- (a) All new and substantial construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (b) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (c) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (d) All critical facilities constructed or substantially improved in Special Flood Hazard Areas (SFHA) must be constructed or modified to exceed 500-year flood protection standards or located outside the SFHA.
- (e) The placement or construction of all new structures must be in full compliance with the provisions of this Code
- (f) For the purposes of this Code, all mixed-use structures are subject to the more stringent requirements of residential structures.
- (g) A substantial improvement or substantial damage to an existing structure triggers a requirement to bring the entire structure into full compliance with the provisions of this Code. The existing structure, as well as any reconstruction, rehabilitation, addition, or other improvement, must meet the standards of new construction in this Code.
- (h) Any improvement to an existing structure that is less than a substantial improvement requires the improvement, but not the existing structure, to be in full compliance with the provisions of this Code.
- (i) All manufactured homes to be placed within a Special Flood Hazard Area on a community's FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and

anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces. Screw augers or expanding anchors will not satisfy the requirement of this provision.

- (j) The design or location of electrical, heating, ventilation, plumbing, and air conditioning equipment for new structures, or for any improvements to an existing structure, must prevent water from entering or accumulating within the components during base flood events.
- (k) The design of all new and replacement water supply systems must minimize or eliminate infiltration of floodwaters into the system during base flood events.
- (l) The design of all new and replacement sanitary sewage systems must minimize or eliminate infiltration of floodwaters into the system during flooding events, and must prevent sewage discharge from the systems into floodwaters.
- (m) The placement of on-site waste disposal systems must avoid impairment to, or contamination from, the disposal system during base flood events.
- (n) Construction of basement foundations in any Special Flood Hazard Area is prohibited.
- (o) New construction and substantial improvements, with fully enclosed areas (such as garages and crawlspaces) below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are below the base flood elevation shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - (1) A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.
 - (2) The bottom of all openings shall be no higher than 1 foot above grade.
 - (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (p) The placement of recreational vehicles (RV) in Special Flood Hazard Areas must either be temporary, as demonstrated by the RV being fully licensed, being on wheels or a jacking system, attached to the site only by quick disconnect type utilities and security devices, having no permanently attached additions, and being immobile for no more than 180 consecutive days; or else meet all provisions of this Code applicable to manufactured home structures.
- (q) All proposals for the development of a residential subdivision, commercial business park or manufactured home park/subdivision must have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

- (r) All proposals for the development of a residential subdivision, commercial business park or a manufactured home park/subdivision must include an adequate drainage plan to reduce exposure to flood hazards.
- (s) All proposals for the development of a commercial business park or a manufactured home park/subdivision must include an adequate evacuation plan for the escape of citizens from affected nonresidential structures during flooding events.

Sec. 1500.23 Risk zone specific standards

In addition to the General Standards, the ~~following~~ additional standards apply to specific development types in specific Risk Zones, except as revised in **Sec. 1500.20 Procedures for variance from the requirements of this code** ~~Section E~~ of this Article. Risk Zones listed in this Code that do not appear on the current FIRM are not applicable.

Sec. 1500.24 ~~In~~ AE Risk Zones: Special Flood Hazard Areas with base floods determined

(a) ~~For~~ Residential Structures in Zone AE:

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

(b) ~~For~~ Nonresidential Structures in Zone AE:

- (1) All new commercial, industrial or other nonresidential structures must either:
 - a. have the lowest floor (including basement) elevated 3 feet or more above the base flood level or
 - b. be floodproofed such that, together with attendant utility and sanitary facilities, be designed so that below an elevation of 3 feet above the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - c. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify on a Floodproofing Certificate that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to

mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

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

(c) ~~For~~ *Manufactured Homes in Zone AE:*

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

Sec. 1500.25 Floodways: High risk areas of stream channel and adjacent floodplain

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

Sec. 1500.26 ~~In~~ AH or AO Risk Zones: Special Flood Hazard Areas of shallow flooding

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

- (2) For all substantial improvements or substantial damage to existing commercial, industrial or other nonresidential structures the entire structure becomes subject to the requirements of a new nonresidential structure.
 - (3) For any reconstruction, rehabilitation, addition, or other improvement to an existing nonresidential structure that is less than a substantial improvement, only the improved area, but not the entire structure, becomes subject to the requirements of a new nonresidential structure.
- (c) ~~For~~ *Manufactured Homes in Zones AH or AO*:
- (1) All manufactured homes that are placed or substantially improved on sites:
 - a. outside of a manufactured home park or subdivision,
 - b. in a new manufactured home park or subdivision,
 - c. in an expansion to an existing manufactured home park or subdivision, or
 - d. in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated 3 feet or more above the published BFE, or 3 feet or more above the highest adjacent grade in addition to the depth number specified (at least 2 feet if no depth number is specified) on the community's FIRM, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - (2) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision on the community's FIRM that are not subject to the provisions of paragraph 1. of this section be elevated so that either:
 - a. the lowest floor of the manufactured home meets the elevation standard of paragraph 1., or
 - b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - (3) For all substantial improvements or substantial damage to existing manufactured home, the entire structure becomes subject to the requirements of a new manufactured home.
 - (4) For any reconstruction, rehabilitation, addition, or other improvement to an existing manufactured home that is less than a substantial improvement, only the improved area, but not the entire structure, becomes subject to the requirements of a new manufactured home.
- (d) Where FEMA has not established a regulatory floodway in Zone in Zones AH or AO, no Floodplain Development Permit may be issued unless a detailed engineering analysis is submitted along with the application that demonstrates the increase in base floodwater elevation due to the proposed development and all cumulative developments since the publication of the current FIRM will be less than 1 foot.
- (e) Require adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

Sec. 1500.27 ~~In~~ “A” Risk Zones: Special Flood Hazard Areas with no base flood elevations determined

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

(d) ~~For~~ *Manufactured Homes in Zone A:*

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE SECTION 1300.04
ESTABLISHMENT OF A TREE AND LANDSCAPE ADVISORY COMMITTEE; CHANGING
VOTING MEMBERSHIP; AND FOR OTHER PURPOSES.**

WHEREAS, the Tree and Landscape Advisory Committee was established in 1998 with Ord. No. 98-90, amended in 2020 with Ord. No. 2020-156, and again in 2021 with Ord. No. 2021-217; and

WHEREAS, additional amendments are needed to clarify voting membership.

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

Section 1: That the Land Development Code, Sec. 1300.04 Establishment of a Tree and Landscape Advisory Committee should be and the same is hereby amended with the following:

(a) Membership.

- (1) There shall be created a committee to be known and designated as the "Tree and Landscape Advisory Committee", composed of citizens of the City of Bentonville.
- (2) The Tree and Landscape Advisory Committee shall consist of ~~at least five and no more than~~ seven (7) voting members appointed by the Mayor and approved by City Council. The members shall consist of at least ~~three (3)~~four(4) persons professionally trained in fields such as forestry, botany, horticulture, and/or landscape architecture;.
- (3) The Mayor shall appoint a City Council member as a non-voting ex-officio member.
- (4) All appointed members shall serve without pay.

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 _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Planning
Submitted by	Shelli Kerr
Phone	(479)271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance amending Bentonville Municipal Code, Sec. 2-551 Public Art Policy to revise the membership requirements.					

Estimated Cost	0
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	



ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 2-IX, SEC. 2-551 PUBLIC ART
ADVISORY COMMITTEE, OF THE CITY OF BENTONVILLE
MUNICIPAL CODE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville City Council passed Ordinance No. 2007-24, on February 13, 2007, which adopted a Public Art Policy and created a Public Art Advisory Committee to govern the display of artwork on City-owned property; and

WHEREAS, the Public Art Advisory Committee and the Legal Department have reviewed and support the recommended changes to the membership standards for the Public Art Advisory Committee.

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

Section 1: That the City of Bentonville Municipal Code, Article 2-IX, Sec. 2-551 Public Art Advisory Committee, should be and the same is hereby amended with the following:

(b) Membership.

(1) Appointed, voting members. At least ~~three~~ five (5) and no more than seven (7) residents of Bentonville ~~people~~, recommended by the mayor and approved by the city council, shall serve as voting members ~~on~~ of the public art advisory committee (PAAC). At least four (4) of the members ~~Membership~~ shall be ~~made up of~~ arts professionals ~~and members of the community~~. Arts professionals for these purposes are defined as: curators, visual artists, art critics, art historians, art collectors, art fabricators, architects, landscape architects, art educators, graphic artists, and other persons with a visual arts or design backgrounds, ~~respected in their field and willing to engage effectively in a panel process~~.

(2) Ex-officio, non-voting members. The Bentonville Convention and Visitors Bureau, ~~and~~ Crystal Bridges Museum of American Art, and The Momentary ~~the Bentonville Public Schools~~ may designate a representative to serve as ~~may have one~~ an ex-officio, non-voting member ~~serve on the committee~~. One member of city council, as appointed by the mayor and approved by the city council, may serve as an ex-officio, non-voting member. ~~Other organizations and agencies, such as Downtown Bentonville, Inc. and Benton County, may be requested to participate in discussions should a piece of artwork directly impact that organization or agency. Benton County, through the county judge's office will be asked to participate should a piece of artwork impact the Bentonville Square.~~

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 _____, 2023.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Planning
Submitted by	Shelli Kerr
Phone	(479)271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to support the temporary installation of artwork titled "Double Slit Skyline" by artist Dewayne Hughes in Park Springs Park.					

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



MEMO



To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: December 13, 2022
RE: **Public Art “Double Slit Skyline” in Park Springs Park**

The Bentonville Public Art Advisory Committee (PAAC) is seeking approval to install public art titled “*Double Slit Skyline*” by Dewayne Hughes for a temporary display in Park Springs Park.

Public Art Advisory Committee (PAAC) member Grant Cottrell reached out to artist Dewayne Hughes, a Texas sculptor, about displaying his artwork temporarily at the corner at Park Springs Park, the southwest corner of the intersection of NW A Street and Tiger Boulevard. Mr. Hughes offered two pieces that he would allow the city to display temporarily. At their October 11, 2022 meeting, the PAAC selected *Double Slit Skyline* noting a good fit with the setting and an appropriate scale. The PAAC has identified this display site for temporarily installations with a theme of “temporary contemporary” and this artwork aligns with the goal for this site.

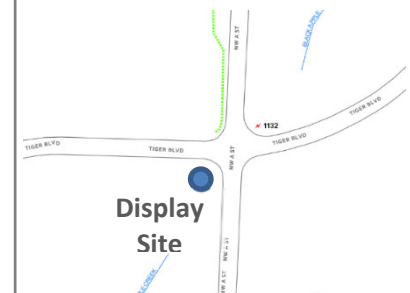
This artwork is a 16’x5’x5’ steel sculpture designed in 2018. It references the quantum mechanical double slit experiment that helped determine that outcome is based on perspective. The artist tried to recreate the concept formally by framing two adjacent perspectives of the world around us.

This will be a temporary display, a minimum of one year. Mr. Hughes is asking only for the cost of transportation and lodging to install and de-install the artwork. He is not charging a lease to display his artwork. Visit Bentonville has agreed to fund the transportation, lodging and installation costs.

Proposed Artwork
Double Slit Skyline



Display Site
Corner at Park Springs Park



RESOLUTION NO. _____

**A RESOLUTION ENDORSING THE TEMPORARY INSTALLATION OF
ARTWORK TITLED “DOUBLE SLIT SKYLINE”, BY ARTIST DEWAYNE
HUGHES, ON PUBLIC PROPERTY AT PARK SPRINGS PARK; AND FOR
OTHER PURPOSES.**

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

WHEREAS, the Public Arts Advisory Committee recommended approval of said artwork and installation location on October 11, 2022;

WHEREAS, the Parks and Recreation Advisory Board also recommended approval of said artwork and installation location on January 9, 2023; and

WHEREAS, the artwork will be on temporary display at no charge to the City.

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

Section 1: The City Council of the City of Bentonville, Arkansas hereby endorses the installation of temporary artwork titled “Double Slit Skyline”, by artist Dewayne Hughes, to be located on public property at Park Springs Park;

Section 2: This art installation is temporary with the artist’s travel and lodging costs funded by Visit Bentonville;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Planning
Submitted by	Tyler Overstreet
Phone	(479)271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Reappointment of Celia Swanson to the Board of Adjustment effective January 1, 2023 to a five-year term that expires on December 31, 2027. Application and memo attached.					

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



MEMO



To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC date: January 10, 2023
RE: Re-Appointment of Celia Swanson to the Board of Adjustment

I recommend the reappointment of Celia Swanson to the Board of Adjustment.

Mrs. Swanson's term begins January 1, 2023 and will expire on December 31, 2027.


Stephanie Orman



Boards and Commissions Application Form

Applicant Information

First Name	Celia
Last Name	Swanson
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[REDACTED]
Email Address	[REDACTED]
Length of Bentonville Residency	28 years
Employer	Self Employed
Occupation	Retail Executive
Business Phone	[REDACTED]

(Section Break)

References

Please provide 2 references

Name	Ed Clifford
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72713
Phone Number	[REDACTED]

Name	Jeff Webster
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[REDACTED]
Fax Number	<i>Field not completed.</i>

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Board of Adjustment

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?

I am a home owner and a business owner in Bentonville, AR. My home is in Downtown Bentonville and I have become involved with zoning and planning issues as the downtown landscape has been rapidly changing. I have a strong business background with 26 years of experience as a senior executive at Walmart Inc. I received my Bachelor of Science Degree in Fashion Merchandising from the University of Nebraska. I am passionate about building a strong sense of place in NWA. For that reason I serve on several non-profit boards in our region- The Jones Center for Families, Excellerate Board and Arkansas Children's Foundation Board.

2. Why would you like to be considered for appointment to this commission or board?

Our community is growing very rapidly. My vision is to embrace growth while preserving our history. I am willing to learn, study and prepare for issues brought before the Board of Adjustments. I am fair, a good judge of character, able to discern what is the right thing to do and willing to ask questions until I have clarity on the issue and the consequences. I am a good listener with an appreciation for what makes this community a great place to grow, play and thrive. I see this role as one more way to give back to a community that has

provided me and my family so much opportunity. I respect the people of Bentonville and I want to preserve their rights and build the infrastructure needed to support our growth.

3. What do you hope to be able to contribute?

I would like to learn more about the decisions being made when setting a vision for community growth. I want to enforce the code and structure established for building a healthy community. I want to develop a better understanding about how we can be better ready for the impact of our rapid growth. I want to be part of building pride in a well planned community.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.

Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees

Celia M Swanson

Date

8/4/2022



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Planning
Submitted by	Shelli Kerr
Phone	(479)271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Appointment of Ashley Harris to the Tree and Landscape Advisory Committee. This will be Mrs. Harris's first term that begins January 1, 2023 and will expire on December 31, 2025. Memo and application attached.					

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



MEMO



To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: January 10, 2023
Re: Appointment of Ashley Harris to the Tree & Landscape Advisory Committee

I recommend Ashely Harris for appointment to the City of Bentonville's Tree & Landscape Advisory Committee.

This will be Mrs. Harris's first term that begins January 1, 2023 and will expire on December 31, 2025.

A handwritten signature in dark ink, appearing to be 'SO' or a similar stylized mark.

Stephanie Orman, Mayor



Boards and Commissions Application Form

Applicant Information

First Name Ashley

Last Name Harris

Address

City Bentonville

State Arkansas

Zip Code 72712

Home / Cell Phone

Email Address

Length of Bentonville
Residency 2

Employer ESS

Occupation Mother of 5 girls, part-time sub

Business Phone

(Section Break)

References

Please provide 2 references

Name Suzanne Bird

Email Address

Address

City Bentonville

State Arkansas

Zip Code 72712

Phone Number

Name	Rebecca Gordon
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	Arkansas
Zip Code	72712
Phone Number	[REDACTED]
Fax Number	<i>Field not completed.</i>

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Parks and Recreation Advisory Board, Public Art Advisory Committee, Tree & Landscape Advisory Committee
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I graduated with a bachelor's of science in Biology with a plant biology emphasis and worked on the grounds crew in college. I met with master gardeners frequently in our town in Wyoming and I have learned a lot about landscaping. I have always loved parks and the outdoors and I am passionate about the parks and trees here. We are at Coler or another park virtually every day as a family, and we are currently growing over 20 different berry, fruit tree, grape varieties in our own yard. I regularly oversee community groups such as our current neighborhood soccer program of 12 participating families and I am a presidency member for our Church's children's organization.
2. Why would you like to be considered for appointment to this commission or board?	We intend to raise all our five children here and be here forever, so it is really important to me to help beautify and grow Bentonville. I have been to every park in Bentonville, Bella Vista and Rogers. I am a connesuir of parks and I've seen some great ones since we have lived in Seattle and near Colorado. I think Bentonville has the potential to have some of the best parks in the nation and I'd like to be a part of that.

3. What do you hope to be able to contribute?	I would contribute my perspective as a mom who mothers primarily outdoors, a woman who is in touch with many other families in the community and a person who is passionate about combining play, nature, human connection and art. I can contribute time since I have a flexible schedule, and I can offer an artistic eye and an ability to think outside of the box.
---	---

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes
--	-----

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Ashley Harris
--	---------------

Date	10/12/2022
------	------------



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Planning
Submitted by	Shelli Kerr
Phone	(479)271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Reappointment of Chad Nicholson to Position 3 on the Public Art Advisory Committee. Mr. Nicholson has been an active member of the committee. This will be Mr. Nicholson's second term that begins January 1, 2023 and will expire on December 31, 2025. Memo and request for reappointment attached.					

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



MEMO



To: City Council Members and City Clerk

From: Stephanie Orman, Mayor

CC date: January 10, 2023

RE: Reappointment of Chad Nicholson to the Public Art Advisory Committee

I recommend Chad Nicholson for reappointment to Position 3 on the Public Art Advisory Committee.

This will be Mr. Nicholson's second term that begins January 1, 2023 and will expire on December 31, 2025.

A handwritten signature in blue ink, appearing to be 'SO', is located above the name Stephanie Orman.

Stephanie Orman

From: [Chad Nicholson](#)
To: [Shelli Kerr](#)
Cc: [Chad Nicholson](#)
Subject: Serving on PAAC in 2023
Date: Wednesday, November 9, 2022 9:52:25 AM

Shelli,

I was appointed to the Public Arts Advisory Committee to serve the last year of a vacated term ending in December, if I'm not mistaken. As the term ends, I'm writing to let you know that, if Mayor Orman would like, I'd be more than happy to continue service to the City in this manner.

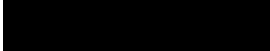
As a matter of record, when appointed, I worked for Tyson Foods. I left the company right before my term began, and I'm now a freelance consultant in design, branding, and communications. Some of that work, to my distinct pleasure, is for projects in Bentonville. Essentially, I now work, live, ride, walk, and enjoy time only in Bentonville.

Note also that I'm emailing from a different email address. If it's easy to switch over, it'll help ensure that I don't miss anything.

It's been a sincere pleasure to work with you, Shelli, and serve with this committee to help the city grow responsibly and thoughtfully – even in a small way.

Chad

CHAD ERIC NICHOLSON





Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Planning
Submitted by	Shelli Kerr
Phone	(479)271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Appointment of Clint Schaff to fill the unexpired term of Position 6 on the Public Art Advisory Committee. This will be Mr. Schaff's first term that will expire on December 31, 2023. Memo and application attached.					

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



MEMO



To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC date: January 10, 2023
RE: Appointment of Clint Schaff to the Public Art Advisory Committee

I recommend Clint Schaff for appointment to fill the unexpired term of Position 6 on the Public Art Advisory Committee. Kaitlin Garcia-Maestes resigned from this position on November 4, 2022.

This will be Mr. Schaff's first term that will expire on December 31, 2023.

A handwritten signature in blue ink, appearing to be 'So', is located above the printed name.

Stephanie Orman



Boards and Commissions Application Form

Applicant Information

First Name	Clint
Last Name	Schaff
Address	[REDACTED]
City	BENTONVILLE
State	AR
Zip Code	72712
Home / Cell Phone	[REDACTED]
Email Address	[REDACTED]
Length of Bentonville Residency	1 year, 5 months
Employer	Self-Employed
Occupation	Communications Consultant
Business Phone	[REDACTED]

(Section Break)

References

Please provide 2 references

Name	Tom Hoehn
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	<i>Field not completed.</i>

Name	Gayatri Agnew
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[REDACTED]
Fax Number	<i>Field not completed.</i>

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Public Art Advisory Committee

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I am an experienced public servant, having served as an active board member for many organizations in many educational, non-profit and community organizations. I have a displayed expertise in how local government works, and displayed interest in areas related to public art. My graduate studies for my Master's degree included coursework related to community/crowd-created art. I worked on hip hop art/grafiitti artwork as part of the cross-discipline Soundset music festival (Minneapolis). As an ad agency leader, I worked with and managed several notable public art creators on brand-related work, including Shepard Fairey. I took community center classes in mural art (Los Angeles). I am a membership-dues paying member of both Crystal Bridges and The Momentary, and have supported them with advise and counsel on the Dirty South exhibit, Run the Jewels concert and upcoming The Roots concert. I am currently working with an artist (Mike Davis of Burlesque of North America, Minneapolis) for my own mural outside of my new home being built in downtown Bentonville.
2. Why would you like to be considered for appointment	I would like to be considered for appointment as I seek opportunities to serve with a spirit of generosity this community that has warmly welcomed me and my wife, as well as our one-

to this commission or board?	year-old daughter, a native Arkansan! I've followed closely the last two public calls for art and am confident that I could augment the existing committee's great work.
------------------------------	--

3. What do you hope to be able to contribute?	I am eager to look for opportunities for the public art to welcome residents and guests of all backgrounds, that celebrate under-recognized aspects of our community's history, and that allow for participatory co-creation of the with, by and for community residents of all ages and backgrounds. I hope to contribute my talents, time, skills and know-how, and network, especially my regional and national contacts that may prove helpful
---	--

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes
--	-----

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Clinton Neal Schaff
--	---------------------

Date	12/2/2022
------	-----------



Agenda Item Form

Date of City Council Meeting	Utility Board - 1/03/2023; City Council 1/10/2023
Department	Water Resource Recovery Facility
Submitted by	Mike Bender, Chris Earl
Phone	(479) 271-6873, (479) 271-3161

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to amend the professional services agreement with Hawkins-Weir Engineers, Inc. for the increased amount of \$100,000.00 for a total contract price of \$343,400.00 for a feasibility study to evaluate options for expanding wastewater treatment capacity to accommodate the projected rapid growth of the City of Bentonville. Utility Board approved this item 5-0.					

Estimated Cost	\$100,000.00 for amendment
Is this Item Budgeted?	☒ Yes ☐ No \$100,000.00 budgeted for amendment. Total project cost \$343,400.00.
If no, please explain how item will be funded (briefly explain in space below) :	



Memo



To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: January 4, 2023

Re: Hawkins-Weir Contract, Wastewater Treatment Capacity Feasibility Study Amendment 1

Resolution - Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to amend the professional services agreement with Hawkins-Weir Engineers, Inc. for the increased amount of \$100,000.00 for a total contract price of \$343,400.00 for a feasibility study to evaluate options for expanding wastewater treatment capacity to accommodate the projected rapid growth of the City of Bentonville. This amendment moves the project into process modelling of the City's existing plant as next steps in addressing treatment capacity expansion. The 2023 budget includes \$100,000.00 for this study amendment.

Thank you for your consideration of this request.

Mike Bender

CITY OF BENTONVILLE, ARKANSAS
AMENDMENT NUMBER 1
To A
PROFESSIONAL SERVICES AGREEMENT
With
HAWKINS-WEIR ENGINEERS, INC.
VAN BUREN, ARKANSAS

In accordance with the PROFESSIONAL SERVICES AGREEMENT for the **Feasibility Study to Address Capacity/Growth for Wastewater Treatment, HWEI Project No. 2021037**, dated August 13, 2021, between the City of Bentonville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with the following additional services:

ARTICLE II – SCOPE OF SERVICES

A. Amendment No. 1 defines additional professional engineering services associated with the development of a process model of the existing Bentonville WRRF; revision to wastewater flow projections based on 2020 Census data; preparation of 15% Plans for process intensification improvements; and equipment site visits. Refer to the attached Amendment No. 1 APPENDIX B for a more detailed description of the scope of these additional services.

ARTICLE V – SCHEDULE OF FEES, SERVICES AND PAYMENT

B. Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total compensation shall be increased with this Amendment by **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**. The total compensation from the original AGREEMENT plus Amendment No. 1 described herein shall not exceed **Three Hundred Forty-Three Thousand Four Hundred and 00/100 Dollars (\$343,400.00)** without written approval of Owner. Refer to Amendment No. 1 APPENDIX C for a Fee Proposal Summary for these additional services.

ENGINEER:
HAWKINS-WEIR ENGINEERS, INC.

By: 
Brett D. Peters, P.E.
President & CEO

Date: 12/01/2022

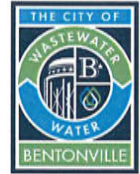
OWNER:
CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman
Mayor

Date: _____



AMENDMENT NO. 1
APPENDIX B – SCOPE OF SERVICES
FEASIBILITY STUDY TO ADDRESS CAPACITY/GROWTH
FOR WASTEWATER TREATMENT
HWEI PROJECT NO. 2021037
DECEMBER 1, 2022

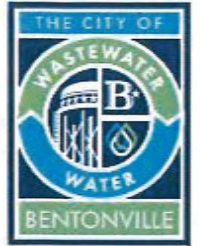


Engineer shall provide Basic Services as set forth below:

1. Develop and calibrate a process model for the existing Bentonville WRRF.
 - a. Engineer will use GPS-X software to develop a dynamic treatment process simulator for the existing Bentonville WRRF, and will calibrate the model with data obtained from the City.
 - b. Engineer will develop a sampling protocol that describes sampling locations, parameters, and monitoring details (sample type, frequency, and duration) for supplemental data required for process model calibration.
 - c. Engineer will verify the process model with current operations data for the Bentonville WRRF, and will modify and use the process model as needed to evaluate alternatives identified in the Report.
 - d. Engineer will compile a draft Technical Memorandum (TM) summarizing the results of the process modeling.
 - e. Engineer will conduct a meeting with the City to review the draft TM, and update and finalize the TM based on discussion during this meeting.
2. Revise wastewater flow projections based on 2020 Census data that became available during the study phase of this Report.
3. Prepare 15% Plans for those improvements associated with Process Intensification at the Bentonville WRRF.
4. Coordinate and participate in equipment site visits for the various wastewater treatment technologies proposed in the Report.



AMENDMENT NO. 1
APPENDIX C - SCOPE OF SERVICES FEE PROPOSAL SUMMARY
FEASIBILITY STUDY TO ADDRESS CAPACITY/GROWTH
FOR WASTEWATER TREATMENT
HWEI PROJECT NO. 2021037
DECEMBER 1, 2022



A. Preliminary Design Services

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

Task	Engr VII	Engr V	Engr IV	Dsgnr I	GPS Survey	Tech III	Tech I	Total Hours
1. Develop and calibrate a process model for the existing Bentonville WRRF								
a. Engineer will use GPS-X software to develop a dynamic treatment process simulator for the existing Bentonville WRRF, and will calibrate the model with data obtained from the City	4	16						20
b. Engineer will develop a sampling protocol that describes sampling locations, parameters, and monitoring details (sample type, frequency, and duration) for supplemental data required for process model calibration	2	8						10
c. Engineer will verify the process model with current operations data for the Bentonville WRRF, and will modify and use the process model as needed to evaluate alternatives identified in the Report	2	8						10
d. Engineer will compile a draft Technical Memorandum (TM) summarizing the results of the process modeling	2	8					16	26
e. Engineer will conduct a meeting with the City to review the draft TM and update and finalize the TM based on discussion during this meeting	4	8						12
2. Revise wastewater flow projections based on 2020 Census data that became available during the study phase of this Report	2	8					16	26
3. Prepare 15% Plans for those improvements associated with Process Intensification at the Bentonville WRRF	8	40		4	8	80	8	148
4. Coordinate and participate in equipment site visits for the various wastewater treatment technologies proposed in the Report	24	24						48
Total Hours	48	120	0	4	8	80	40	300
								\$42,800

B. Reimbursable Expenses

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

Item	Description	Total
1. Outside Services	Black & Veatch, Inc.	\$52,600
2. Outside Laboratory Testing Services - VFA, Calcium, and Magnesium	ESC	\$2,100
3. Travel Related Expenses	Equipment Site Visits	\$2,000
4. Reproduction & Printing		\$500
Total Estimated Reimbursable Expenses		\$57,200

ENGINEERING SERVICES SUMMARY

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

A. Preliminary Design Services	\$42,800
B. Reimbursable Expenses	\$57,200
Total Engineering Fee - Not to Exceed	\$100,000

**Standard Billing Rate Structure
For Hourly Fee Based Contracts
Hawkins-Weir Engineers, Inc.
Effective August 14, 2022 through August 12, 2023⁽¹⁾**

Engineer

Engineer VII	\$ 220 Per Hour
Engineer VI	\$ 200 Per Hour
Engineer V	\$ 175 Per Hour
Engineer IV	\$ 150 Per Hour
Engineer III	\$ 130 Per Hour
Engineer II	\$ 115 Per Hour
Engineer I	\$ 100 Per Hour

Engineering Technician

Designer I	\$ 110 Per Hour
Technician IV	\$ 95 Per Hour
Technician III	\$ 85 Per Hour
Technician II	\$ 75 Per Hour
Technician I	\$ 65 Per Hour

Field Technician - Field Inspector

Resident Project Representative (RPR)	\$ 120 Per Hour
Construction Manager	\$ 100 Per Hour
Inspector II	\$ 85 Per Hour
Inspector I	\$ 75 Per Hour

Field Surveying

GPS Survey	\$ 175 Per Hour
Surveyor	\$ 125 Per Hour

Administrative

Business Manager	\$ 85 Per Hour
------------------	----------------

Expert Witness

Preparation	At Engineer's Hourly Rate
Testimony, less than 1/2 day	\$2,000
Testimony, per Day	\$4,000

Expenses Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract

Subconsultants/Outside Services		
Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising		
Travel:	Hotel and meals	Actual Cost
	Vehicle ⁽²⁾	\$0.625 per mile effective 7/1/22
Reproduction:	Outside printing service	Actual Cost
	In-house printing	
	Letter Copy - B&W	\$ 0.12 Per Copy
	Letter Copy - Color	\$ 0.75 Per Copy
	22 x 34 Size Copy - B&W	\$ 3.00 Per Copy
	22 x 34 Size Copy - Color	\$12.00 Per Copy
	22 x 34 Size Copy - Color Photo	\$25.00 Per Copy
	11 x 17 Size Copy - B&W	\$ 1.50 Per Copy
	11 x 17 Size Copy - Color	\$ 5.00 Per Copy
	CD Copy	\$ 5.00 Per Copy
	Binding	\$ 1.00 Each

⁽¹⁾ Billing Rates are reviewed and adjusted annually in August. Regardless, any adjustment in Billing Rates will not impact previously negotiated Not To Exceed (NTE) fee amounts without a formal Contract Amendment.

⁽²⁾ To be adjusted periodically to current IRS mileage rate.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AMENEDMENT TO THE PROFESSIONAL SERVICES AGREEMENT, WITH
HAWKINS-WEIR ENGINEERS, INC.; AND FOR OTHER PURPOSES.**

WHEREAS, a feasibility study is needed to evaluate options for expanding wastewater treatment capacity to accommodate the projected rapid growth in the City;

WHEREAS, this amendment increases the contract price by one hundred thousand dollars (\$100,000.00); and

WHEREAS, this is a 2023 budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amendment to the professional services agreement with Hawkins-Weir Engineers, Inc., for a feasibility study evaluating options for expanding wastewater treatment capacity, in the amount of one hundred thousand dollars (\$100,000.00);

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 this _____ day of _____,
2023.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check Applicable Item Type)

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

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

**Amendment to Ordinance 2022-211 for Purchase of Transformers plus applicable taxes due to increase costs.
Approved by Utility Board 5-0.**

Estimated Cost	\$369,864.00
----------------	--------------

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



MEMORANDUM

DATE: JANUARY 10, 2023

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Transformer Cost Increases

The City of Bentonville recommends amending ordinance 2022-211 and associated PO for the purchase of 3-phase transformers totaling \$369,864.00 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 2022-211; PO #22206030 - \$369,864.00

Approved by Utility Board 5-0.

Qty	PO number	KVA	COB Part #	Old Cost	New Cost	Difference	Old Total	New Total
5	22206030	75	2044	\$12,640.00	\$18,324.00	\$5,684.00	\$63,200.00	\$91,620.00
5	All 3ph	150	2011	\$15,802.00	\$24,213.00	\$8,411.00	\$79,010.00	\$121,065.00
5		225	2019	\$18,705.00	\$29,267.00	\$10,562.00	\$93,525.00	\$146,335.00
5		300	2030	\$21,649.00	\$34,792.00	\$13,143.00	\$108,245.00	\$173,960.00
5		500	2038	\$26,800.00	\$43,456.00	\$16,656.00	\$134,000.00	\$217,280.00
3		500	2039	\$29,905.00	\$42,927.00	\$13,022.00	\$89,715.00	\$128,781.00
1		1500	2013	\$36,615.00	\$95,133.00	\$58,518.00	\$36,615.00	\$95,133.00
							\$604,310.00	\$974,174.00

Howard Price Adjustment Policy For Distribution DOE Transformer Contracts

The Howard Pricing Index (HPI) is the price adjustment mechanism used on long-term transformer contracts to compensate for upward or downward changes in key commodity costs. Prices are adjusted quarterly using the weighted percent change in commodity cost occurring since the date of the proposal as shown in the hypothetical example below.

Price Adjustment Example

In this example a revised transformer price is established for orders placed in the 2nd quarter of 2021, using the quarter-preceding March 2021 HPI as shown below.

March 2021 Howard Pricing Index for DOE Distribution Transformers (Silicon Core / Mineral Oil Filled) XYZ Utility Company Contract					
Commodity	Current Commodity Cost or Index	Base Commodity Cost or Index	Percent Change	Weighting Factor (% of Price)	Weighted %Change
Carbon steel	N/A	N/A	6.16%	8.0%	0.49%
Steel Fabrication	105.75	100	5.75%		0.46%
Silicon steel	N/A	N/A	-1.40%	24.0%	-0.34%
Copper	\$8214.50	\$8090.02	1.54%	2.0%	0.03%
Aluminum	\$2017.61	\$1998.23	0.97%	10.00%	0.10%
HV Wire Fabrication	104.48	100.00	4.48%		0.27%
LV Strip Fabrication	108.54	100.00	8.54%		0.34%
Oil	\$101.33	\$90.53	11.93%	8.0%	0.95%
Oil Refining	123.45	100	23.45%		1.88%
Paper	\$1450.00	\$1075.00	34.88%	2.0%	0.70%
Paper Fabrication	153.85	100.00	53.85%		1.08%
Labor	\$24.34	\$21.1	15.36%	18.5%	2.85%
Transportation	167.5	145.00	15.52%	5.0%	0.78%
Components	222.2	205.10	8.34%	1.0%	0.08%
HI Fabrication	N/A	N/A	N/A	N/A	6.0%
All other variable costs and margin			0.00%	21.5%	0.00%
Total percent change from base month					15.67%
Price multiplier					1.1567

Base price as stated in the Howard proposal (Quote).....	\$1,000.00
Weighted change in commodity cost since date of proposal.....	15.67%
Multiplier on base price.....	1.1567
Price for orders places during the 2 nd quarter of 2021.....	\$1156.7

Key Commodities

The table below lists the key commodities tracked by the HPI and identifies sources of the cost data. Costs for carbon steel (subscription required), copper, aluminum, labor, transportation, components, paper, and oil are

obtained from third-party data sources that are readily available to the public. Costs for silicon steel, FR3 fluid, supplier fabrication and HI fabrication are tracked using confidential internal supply chain data, since no third party data sources exist for these commodities.

Key Commodity	Cost Data Source
Carbon steel	CRUSpi: Global Steel (Index), average for previous month http://cruonline.crugroup.com/SteelFerroAlloys/PriceIndex/tabid/143/Default.aspx/homepage.aspx)
Silicon steel	Confidential Howard Industries supply chain cost data, current month
Copper	LME: Grade A Copper, Cash Seller (US\$ per metric ton), average for previous month (https://secure.lme.com/Data/community/index.aspx)
Aluminum	LME: Primary Aluminum, Cash Seller (US\$ per metric ton), average for previous month (https://secure.lme.com/Data/community/index.aspx)
Oil	EIA: Weekly Petroleum Status Report, Spot Prices for Crude Oil, West Texas Crude (US\$ per barrel), average for previous month (www.eia.gov/petroleum/supply/weekly/)
FR3 fluid	Confidential Howard Industries supply chain cost data, current month
Paper	Unbleached softwood Kraft (Canadian/US), US East (2)
Labor	Series Id: CEU3133530008 – Average hourly earnings of production and nonsupervisory employees, electrical equipment, not seasonally adjusted (latest data).
Transportation	Federal Reserve Economic Data, Link: https://fred.stlouisfed.org , PCU484484 (latest data).
Components	Series Id: PCU335931335931 – PPI industry data for Current-carrying wiring device mfg., not seasonally adjusted (latest data).
Supplier Fabrication	Confidential Howard Industries supply chain cost data, includes carbon steel, oil, high voltage wire, low voltage strip and paper.
HI Fabrication	Confidential Howard Industries supply chain cost data, includes indirect materials, utilities (gas and electric), labor overtime and double time, in-bound transportation, and other)

Weighting Factors

The table below lists the weighting factors used in the HPI calculations.

Commodity	Mineral Oil Filled	FR3 Filled
Carbon steel		
Steel Fabrication	8.0%	8.0%
Silicon steel	24.0%	24.0%
Copper	2.0%	2.0%
Aluminum		
HV Wire Fabrication		
LV Strip Fabrication	10.00%	10.00%
Mineral oil or FR3		12%
Oil Refining	8.0%	0%
Paper		
Paper Fabrication	2.0%	2.0%
Labor	18.5%	18.5%
Transportation	5.0%	5.0%
Components	1.0%	1.0%
HI Fabrication	N/A	N/A
All other variable costs and margin	21.5%	17.5%

Future Revisions to the Pricing Policy

Howard Industries reserves the right at its discretion to revise this pricing policy, including key commodities, adjustment frequency, data sources and weighting factors, due to changing market conditions and/or government implementing tariffs or quotes.

Howard Industries reserves the right to increase prices if the customer specifies component(s) that are not covered by the HPI Indexes and the costs of the specified component's increases outside of Howard Industries control.

In the event the Federal Government raises the minimum wage or significant labor wage increase occurs, we reserve the right to adjust our pricing accordingly.

ORDINANCE NO. 2022-211

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH TECHLINE, FOR THE PURCHASE OF CERTAIN TRANSFORMERS, IN THE AMOUNT OF SIX HUNDRED FOUR THOUSAND THREE HUNDRED TEN DOLLARS (\$604,310.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department requires three phase transformers to provide services to citizens and developments;

WHEREAS, the City of Bentonville Electric Utilities Department has negotiated with Techline for the purchase of transformers to meet said requirements and provide for delivery earlier than other vendors;

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

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 three phase underground transformers from Techline in the amount of six hundred four thousand three hundred ten dollars (\$604,310.00), plus applicable taxes;

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 – Emergency Clause: That this Ordinance is necessary for the public peace, health, safety, and welfare and because of such an emergency is declared to exist and this Ordinance shall be in full force and effect from and after the date of its passage and approval;

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

Section 5 - Repeal of Conflicting 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 25 day of OCTOBER, 2022.

APPROVED:

[REDACTED]

STEPHANIE ORMAN, Mayor

ATTEST:

[REDACTED]

KIRBY ROMINES, City Clerk



ORDINANCE NO. _____

**AN ORDINANCE AMENDING WAIVER OF BID ORDINANCE 2022-211;
INCREASING THE PURCHASE PRICE FOR THE PURCHASE OF
CERTAIN TRANSFORMERS FROM TECHLINE; DECLARING AN
EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville City Council previously approved Ordinance 2022-211 authorizing the Mayor and Clerk to purchase the three phase transformers, to provide services to citizens and developments, from Techline in the amount of six hundred four thousand three hundred ten dollars (\$604,310.00);

WHEREAS, Howard Transformers, the manufacture for the above transformers, issued a letter addressing a recent cost increase due to material availability, specifically core steel; and

WHEREAS, the Utility Board recommends amending Ordinance 2022-211 to increase the purchase price for the three phase transformers from Techline, by three hundred sixty-nine thousand eight hundred sixty-four dollars (\$369,864.00) plus applicable taxes.

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

Section 1: That Ordinance 2022-211 is amended authorizing the Mayor and City Clerk to enter into an agreement with Techline for the purchase of three phase underground transformers, increasing the original purchase price by three hundred sixty-nine thousand eight hundred sixty-four dollars (\$369,864.00), for a total price of nine hundred seventy-four thousand one hundred seventy-four dollars (\$974,174.00) plus applicable taxes;

Section 2 - Emergency Clause: The need to make this change is immediate, so as not to bear further increases in pricing, 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 and APPROVED this _____ day of _____, 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Electric
Submitted by	Traivs Matlock
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to enter into an Agreement with Cannon Technologies, Inc. (DBA Eaton Corporation plc) in reference to RFP-21-90 for an Electric AMI System, and to adjust the Budget utilizing SCR Reserves for the initial costs associated with the build and implementation, including engineering services and integration expenses, and presenting a Plan for repayment of the SCR Reserve. Approved by Utility Board 5-0.					

Estimated Cost	\$5,279,170.29
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
Budget Adjustment and Plan to Use Stabilization and Contingency Reserves (SCR)	





Budget Adjustment Request

Date of City Council Meeting	1/10/2023
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Stabilization and Contingency Reserves (SCR) will be used to pay for the \$5,279,170.29 Contract (\$4,835,519 plus an estimated \$443,651.76 in sales tax) with Eaton, the \$10,000.00 Line Item in the Budget for current software integration costs, and \$197,800.00 for a Contract with PSE for Implementation Oversight and Project Management. See attached Plan for replenishment of the SCR, in accordance with the City's Fund Balance and Reserve Policy. Approved by Utility Board 5-0.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	39091	Use of Reserves	\$ 5,486,970.29	
503010	47310	Improvements Other than Building		\$ 5,279,170.29
503010	47310	Improvements Other than Building		\$ 10,000.00
503010	43410	Professional Services/Other		\$ 197,800.00
		Totals	\$ 5,486,970.29	\$ 5,486,970.29
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



MEMORANDUM

DATE: January 10, 2023

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Electric AMI System - Eaton

City staff recommends entering into an agreement with Eaton to provide a new AMI system for the electric infrastructure for a total cost of \$5,279,170.29.

In 2020, BEUD was informed that Mueller Systems, Inc. would no longer be supporting or supplying electric meter infrastructure associated with the AMI system. At that time a decision was made to separate the two systems (water and electric) with water remaining on Mueller, and electric finding a new system. BEUD, IT, Utility Billing and Purchasing personnel along with PSE (BEUD's consultants assisting in advising and selecting) began the process of locating the best system for BEUD. The overall process consisted of initial RFIs, formal RFQs, interviews, selection, and contract negotiations. Eaton was selected as the best fit for BEUD, addressing the majority of concerns established during the RFI/RFQ process. BEUD, Purchasing, and Legal worked hard to ensure the City enters the best possible contract to avoid a similar situation that the City encountered with Mueller in 2020.

SCR will be used to cover the cost of the AMI system implementation. Refer to plan for replenishment of SCR in accordance with City's Fund Balance and Reserve Policy.

Approved by Utility Board 5-0.

AMI System Master Agreement between The City of Bentonville (The City) and Eaton Corporation.

Table of Contents

1	AMI System Master Agreement.....	1
1.1	RECITALS	1
2	Terms and Conditions	1
2.1	Term.....	1
2.2	Definitions	1
2.3	Cost.....	5
2.4	Taxes.....	6
2.5	General Scope of AMI System to be Purchased.....	6
2.6	Entire Agreement.....	6
2.7	General Statement of Responsibility of Supplier	7
2.8	Independent Contractor	7
2.9	Purchaser Review and Approval	7
2.10	Supplier Representations	7
2.11	Change-Orders	8
2.12	Right to Use System Not Yet Accepted.....	9
2.13	Right to Use Accepted System	9
2.14	Defective Work and System (Warranty).....	9
2.15	System Life Expectancy	10
2.16	Deployment Plan.....	11
2.17	Payment to Supplier.....	11
2.18	Equipment Forecasts.....	13
2.19	Purchase Orders	13
2.19.1	Cancellation and Modifications	14
2.20	Coverage and Performance Commitment.....	14
(a)	Meet the Coverage Commitment term and meets the requirements listed in the Coverage Commitment listed in Section 2.2	14
(b)	Read Success Rate. Customer will be able to achieve a minimum 99.5 percent daily read for each electric meter by 8 a.m. each day, and 100 percent over any three consecutive day billing window.	14
(c)	Remote Connect/Disconnect. It is expected that the individual electric meters with remote connect/disconnect capability will action a remote a complete disconnect of electric service at the end-user/customer site from the Software. Remote reconnect of service will be the same. For any reconnect and disconnect the confirmation time to complete either action will be within 60 seconds or less. These actions will occur at a success rate of 99.5% 24 hours a day, 7 days per week.	15
2.21	Cellular Coverage Gaps	15
2.22	Major Endpoint Failure.....	15
2.23	Endpoint Failure upon Installation.....	15
2.24	Endpoint Failure upon Over the Air (OTA) Firmware Update/Upgrade and/or Configuration Change	15
2.25	Tests and Inspections	16
2.26	Initial System Acceptance Test (ISAT)	16
2.27	Final System Acceptance Test (FSAT).....	17
2.28	Applicable Laws and Courts.....	17

2.29	Licenses.....	17
2.29.1	FCC Licensed Frequency	17
2.30	Insurance	18
2.31	Settlement Preferred.....	19
2.32	Indemnification	20
2.33	Transportation and Risk of Loss	20
2.34	Confidential and Proprietary Information.....	21
2.35	Safety and Compliance with Codes and Other Laws.....	21
2.36	Site, Supervision, and Safety	22
2.37	Time is of the Essence	23
2.38	No Implied Waiver	23
2.39	Liquidated Damages and Remedies.....	23
2.40	Termination.....	23
2.41	Extension to Successors and Assigns	24
2.42	Expenses and Fees	24
2.43	Intellectual Property Infringement.....	24
2.44	Legal Notices	Error! Bookmark not defined.
2.45	No Construction Against Drafter	26
2.46	Force Majeure	26
2.47	Conflict	26
2.48	Severability	26
2.49	Amendment.....	27
2.50	Section Titles	27
2.51	Survival.....	27
	Attachments.....	29

1 AMI System Master Agreement

This AMI System Master Agreement (hereinafter “Agreement”) for delivery of Advanced Metering Infrastructure (“AMI”) related products and services is entered into effective January, 11th, 2023 by and between The City of Bentonville (The City), (hereinafter referred to as “Purchaser”) whose general office is located at 1000 SW 14th, Bentonville, AR 72712 and Eaton Corporation having a place of business at *3033 Campus Dr, Suite 350, Minneapolis, MN 55441* (hereinafter referred to as “Supplier”) (individually referred to as “Party” or collectively as “Parties”). Cannon Technologies, Inc. is an Affiliate of Eaton Corporation. As used herein, the term “Affiliate” shall mean an entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

1.1 RECITALS

A. The Bentonville Electric Utility Department serves The City and surrounding areas in Northwest Arkansas.

B. The City desires to purchase and obtain from Supplier, and Supplier desires to provide to The City, Advanced Metering Infrastructure system (or “System”) and associated maintenance services for the System as more fully described below.

For and in consideration of the foregoing Recitals and the mutual promises, terms, conditions and warranties, set forth herein, Purchaser and Supplier, hereby agree as follows:

2 Terms and Conditions

2.1 Term

This Agreement is effective for a period of fifteen (15) years from the Effective Date, unless terminated earlier. Thereafter, this Agreement shall renew upon mutual agreement of the Parties in accordance with [Section 2.40 \(Termination\)](#) herein.

2.2 Definitions

The terms listed below are defined as follows:

The term “Agreement” means this Master Purchase, License and Services Agreement, including all exhibits and Statements of Work, which is by and between Purchaser and Supplier. In the event there are any conflicting provisions or requirements among the Agreement documents, the provision and requirements of the Agreement document must be enforced in the following order of descending priority:

- i. Any amendment to this Agreement;
- ii. The body of this Agreement;
- iii. Attachment A Software License and Hosted Systems Agreement

- iv. Attachment I Scope of Work and Schedule;
 - a. Attachment 1A – Scope of Work
 - b. Attachment 1B – Schedule
 - c. Attachment II—Intentionally Omitted
 - d. Attachment III – AMI Requirements
- v. Attachment IV – Intentionally Omitted
- vi. Attachment V Responsibility Summary;
- vii. Attachment VI Pricing Schedule and Bill of Materials
- viii. Attachment VII Integration;
- ix. Attachment VIII Initial System Acceptance (ISAT) Plan;
- x. Attachment IX Final System Acceptance (FSAT) Plan;

The term “Annual Maintenance Fee” means annual fees relating to Software, System Support, and Equipment maintenance and support Services including, but not limited to those Services described in Attachment VIII the Maintenance and Support Agreement and priced in Attachment III.

The term “Available Meter Locations” means a meter that is accessible at member’s or consumer’s meter location and physically accessible by the installation crew.

The term “Collector” means Supplier two-way radio collector that transmits data between the Meters/Modules, and the data center.

The term “Consultant” shall include Power System Engineering, Inc., acting as advisor, agent, and consultant to Purchaser on engineering matters relating to this Agreement.

The term “Coverage Commitment” shall mean reaching ninety-nine and a half percent (99.5%) of the installed base of active Meters/Modules and Endpoints via on-request read twenty four (24) hours per day and seven (7) days a week in all weather conditions, excluding non-reporting Meters/Modules and Endpoints found to be in failure due to Purchaser-side problems not caused by and outside of the control of Supplier (such as meter tampering, a damaged Meter or Endpoint, or a damaged transformer, or other Purchaser-related or non-AMI related problem), and except for a Force Majeure event. 100% of Meters/Modules and Endpoints must be read within a rolling three-day billing cycle and in those same three-days 99.5% of all interval reads are obtained.

The term “Coverage Commitment Term” shall mean three (3) years from the date that ninety percent (90%) of the Meters/Modules and Endpoints required by this Agreement have been installed and have associated with the System.

The term “Delivery Date(s)” means (i) for Equipment, the date on which such Equipment is delivered in accordance with [Section 2.33 \(Transportation and Risk of Loss\)](#); and (ii) for Software, the earlier of the date on which Purchaser downloads the Software, or thirty days after the Supplier makes the Software available to Purchaser for electronic download.

The term “Endpoint” means a sensory-type device, including, but not limited to, electric meter, water meter, gas meter, distribution automation (DA) device, and/or load control switch, that is equipped with an AMI module or cellular module.

The term “Equipment” means Network Equipment, Meters/Modules, Collectors, Endpoints, Repeaters, and/or hardware that Purchaser purchases from Supplier.

The term “Field Tools” means Supplier proprietary tools to be used in the field, including but not limited to software and handheld devices.

The term “Final System Acceptance” means that Purchaser has, at the completion of Phase II Full Deployment, or 24 months after the start of Phase II Full Deployment, whichever occurs first, accepted the Work provided by Supplier after Purchaser has performed a Final System Acceptance Test with results satisfactory to Purchaser as measured against the Initial System Acceptance Test criteria set forth in Attachment V and satisfying Specifications in Attachment I (Scope of Work and Schedule) and as identified in any and all attachments to this Agreement.

The term “Initial System Acceptance” means the Purchaser has, within nine (9) months after completing the Phase I Initial Deployment, accepted the Work and Equipment provided by Supplier after Purchaser and Supplier have jointly performed an Initial System Acceptance Test with results reasonably satisfactory to Purchaser as measured against the Initial System Acceptance Test criteria set forth in Attachment V.

The term “Firmware” means Software embedded in and provided with the Equipment.

The term “Meter/Module” means a device that measures the supply of electricity, comprised of a meter and an AMI module or cellular module, and provided by Purchaser to Purchaser’s consumers. Note that the Purchaser will provide Supplier purchase order for an integrated Meter/Module (single part number) that will be supplied by the Supplier.

The term “Network Association” means the event in which a Meter/Module or Endpoint takes to establish its initial registration with the Collector and AMI system and is exchanging data and information available to the user on the AMI software platform.

The term “Network Equipment” means the Collectors, Routers, and radios that are in these devices for radio frequency (RF) that are, or will be, under this Agreement physically deployed in Purchaser’s service territory. The term does not include the System backhaul, the network operations center, any system Equipment that is not located in Purchaser service territory, Meters/Modules, or any aspect or component of the System components that is not used by Purchaser.

The term “Network Reconnection Time” means the period of time for a Meter/Module, Endpoint, or Equipment to reconnect to the Collector and AMI System after a period of network stress caused by events such as; power outages, loss of communications at the Collector or Endpoint, resulting in no connection or communication or transmit and receiving of data or information.

The term “Possession” shall mean the physical detention and control, or the manual or ideal custody, of any Endpoints, Software, and Firmware which may be the subject of property, for one's use of the AMI System, either as owner or as the proprietor of a qualified right in it, and either held personally or by another who exercises it in one's place and name.

The term “Project Manager” shall mean Purchaser or Purchaser’s designate, acting as agent and consultant to Purchaser on matters relating to this Agreement. As a representative of Purchaser, the designate would be acting only on Purchaser’s behalf and has no responsibility to Supplier to direct, oversee, or supervise any of the Work to be performed and delivered by Supplier under this Agreement.

The term “Purchaser” refers to The City of Bentonville (The City).

The term “Specifications” shall mean any requirements for any product contained in the documentation and Attachments, specifically, but not limited to, Attachment I.

The term “Software” means computer application and programs in any form that Purchaser licenses from Supplier.

The term “Services” means project management services, training, project delivery services, commissioning services, and/or other services described in Attachment I Scope of Work, Attachment II Responsibility Matrix, and Attachment III Pricing Schedule and Bill of Material.

The term “Subcontractor” refers to a person, persons, partnership, association, company, or corporation engaged by Supplier to furnish any portion of the Work, as defined below, to Supplier.

The term “Supplier” in this Agreement refers to the AMI vendor.

The term “Support” in this Agreement means that deployed system Meters/Modules, subject to defined Warranty provisions, will continue to have the ability to operate and communicate with the software and other hardware components deployed in the field even if Supplier were to cease manufacturing these devices or introduces alternate solution offerings.

The term “System” means the integrated, installed system providing AMI to Purchaser, comprised of the Supplier’s Equipment, Firmware, Field Tools, Software, and any other components as may be necessary to complete the Agreement as herein defined, to include (but not limited to) Collectors, Endpoints, Meters/Modules, Network Equipment, Routers, and Take-Out Points, as herein defined, whether or not fully detailed on drawings (if any) or listed in detail in this Agreement.

The phrase AMI “Take-Out Point” shall mean the location at the end of Supplier’s AMI transport System. Third-party or commercial communications equipment coordinated by Purchaser will be required to transport the AMI data from the Take-Out Point to Purchaser’s data center.

The term “Work” includes any and all parts of such design, site preparation, construction, installation, documentation, training, transportation, and testing and the furnishing of all labor and/or other services (including the services of all trades), methods, training, documentation, materials, Software, Firmware, hardware, Equipment, Meters/Modules, Endpoints, and facilities, transportation, and other services as may be necessary for Supplier to complete the System and to meet obligations under this Agreement as herein defined, whether or not listed in detail in this Agreement.

The address of Purchaser's Principal Office is:

The City of Bentonville
 1000 SW 14th
 Bentonville, AR 72712

2.3 Cost

The Parties have agreed upon pricing for the System and the Work as set forth in Attachment III, Pricing Schedule and Bill of Material and as otherwise described herein.

All System, Annual Maintenance Fee, Endpoint, and Equipment prices shall be fixed from the Effective Date of the Agreement according to the following:

Software license fees provided within the Pricing Schedule shall be fixed for thirty-six (36) months.

Material pricing shall be fixed per the Pricing Schedule for eighteen (18) months. For the period of time twelve months from the Effective Date through eighteen months from the Effective Date, for material only, Supplier may issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Supplier's costs, including, without limitation, increases in freight, labor, and unforeseen material or component costs (collectively, "Economic Surcharges"). Supplier will invoice Purchaser through a revised or separate invoice, and Purchaser agrees to pay for the Economic Surcharges pursuant to the payment terms herein. If a surcharge is issued, Supplier must provide Purchaser a detailed summary and explanation of the basis of the surcharge, as well as documentation showing the reason for the price increase. If, at any point, Supplier reduces catalog pricing this reduced pricing will be offered to Purchaser.

With the exception of orders quoted on a fixed-fee basis and excluding Supplier's proprietary, cost and financial accounting data, Supplier shall keep, in accordance with generally accepted accounting principles, complete and accurate time records, invoices, expense receipts and supporting data, and other documents that are specifically identified and designated for preservation in writing by the parties ("Records"). Records shall be maintained and preserved as required by Supplier's record retention schedule. Purchaser, or its authorized representative if approved in writing by Supplier, shall have the right, at a mutually agreed time and place, to examine the Records at Supplier's facility during normal business hours at Purchaser's sole cost and expense, excluding any records which Supplier considers proprietary and/or confidential. For the avoidance of doubt, Supplier's right to approve set forth above refers to the ability to approve or reject Purchaser's proposed authorized representative, not Purchaser's right to perform an audit.

Shipping/Freight:

Supplier reserves the right to increase shipping charges if Supplier's shipping costs increase by more than one (1%) percent. Purchaser reserves the right to make alternative freight carrier

arrangements upon request. In the event of material shortages, or other supply chain interruptions or delays, Supplier may require material expedite fees at Purchaser's cost. Purchaser reserves the right to postpone shipment to avoid expedite fees.

Annual recurring fees: Annual Maintenance, Annual software license/subscriptions, Hosting Services may be increased by a maximum of four percent (4%) annually for first thirty-six months from the Effective Date. Purchaser-elected increases in the amount of data storage or implementation of additional service offerings during this period are excluded from increase limitations. Increases in Supplier's costs by its third-party service providers for hosting services or consumer portal fees that exceed this limit shall be presented to Purchaser, in the form of documentation setting forth the reason for increase in costs, enabling Purchaser to elect termination of service agreement or to an equitable increase in service fees.

2.4 Taxes

Supplier and its subcontractors shall include sales tax on taxable sales that are made to Purchaser during the term of this Agreement.

2.5 General Scope of AMI System to be Purchased

Supplier shall provide Purchaser with a System that achieves Advanced Metering Infrastructure ("AMI") access to all of Purchaser's electric Meters/Modules within Purchaser's service territory based on the information provided by the Purchaser.

The responsibilities of Supplier and functionality of its AMI System shall also be comprised of all commitments made in this Agreement, including but not limited to, the Requirements and the Responsibility Matrix (Attachment II), and all materials including product specifications attached hereto as Attachment(s) below.

2.6 Entire Agreement

This Agreement and the attachments and documents attached hereto or referenced herein and hereby expressly incorporated by this reference, when fully executed by both Supplier and Purchaser, shall be deemed to include the entire Agreement between the Parties and shall supersede all other previous and contemporaneous understandings, commitments or representations, whether oral or written, and all subsequent oral agreements concerning the subject matter hereof. Neither Supplier nor Purchaser shall claim any modification resulting from any representation or promise made at any time, by an officer, agent, the Consultant, or employee of any Purchaser or by any other person. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. None of the terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except in writing signed by duly authorized representatives of both Parties.

2.7 General Statement of Responsibility of Supplier

Supplier shall perform the Work in accordance with the terms of this Agreement. The obligation of Supplier shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

Supplier shall have complete and undivided responsibility for complying with the Agreement, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, Supplier shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may, in Supplier's opinion, be advantageous or necessary for the proper and expeditious or economical prosecution of the Work. Notwithstanding the foregoing, Supplier shall remain primarily responsible for completion of the Work, provision of the System and performance of the Subcontractors. Supplier may not assign this Agreement or any of its duties or responsibilities herein. No subcontract shall relieve Supplier of the duty to comply with the terms of this agreement.

2.8 Independent Contractor

The relationship between Purchaser and Supplier shall be that of contracting party to independent contractor. Accordingly, subject to the specific terms of the Agreement, neither Party shall have any general right to prescribe the means by which the other Party shall meet its obligations under the Agreement. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between Supplier and Purchaser, nor shall either Party have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party. No Party shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation and discharge of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and worker's compensation responsibilities.

2.9 Purchaser Review and Approval

Unless otherwise agreed to by express written statement in the Agreement, Purchaser's review and/or approval of the specifications, drawings, and related documents developed by Supplier as part of its proposal to the Purchaser or pursuant to this Agreement shall in no way or manner relieve or lessen Supplier's responsibility under this Agreement for the professional quality, technical accuracy, and completeness of such documents.

2.10 Supplier Representations

In order to induce Purchaser to enter into this Agreement, Supplier makes the following representations and warranties:

1. Supplier has examined and carefully studied this Agreement, including all Attachments hereto and information provided by The City;
2. Supplier has fully acquainted itself with the information provided by Purchaser within its Request for Proposals – Advanced Metering Infrastructure System and made investigations essential to a full understanding of the difficulties which may be encountered in performing the Work and providing the System;
3. Supplier is fully qualified to complete the Work in accordance with the terms of this Agreement within the time specified;
4. Supplier, its employees, agents and any subcontractors have all licenses, permits, qualifications, and approvals that are legally required to practice their respective professions and to complete the Work in accordance with the terms of this Agreement.
5. Supplier is familiar with and is in compliance with all federal, state, and local statutes, laws, rules, and regulations including but not limited to OSHA, NEC, and NESC, regulations that may affect cost, progress, and performance of the Work.
6. There are no complaints, claims, suits, actions, mediations, arbitrations or proceedings or investigations pending or, to the knowledge of Supplier, threatened against or affecting Supplier that would, if adversely determined, have a material adverse effect on Supplier's ability to perform its obligations hereunder, or on the validity or enforceability of this Agreement.

2.11 Change-Orders

Changes to the System to be provided under this Agreement, the Work, the sums to be paid, or the time permitted for performance of the Work under this Agreement can only be made by a written change-order signed by duly authorized representatives of both Purchaser and Supplier following the procedure and requirements described below. No other verbal or written communication or action or failure to act on the part of Purchaser or any of Purchaser's representatives including its consultants, can substitute for a written change-order signed by a duly authorized representative of Purchaser.

The change-order shall identify all affected items in the Agreement including technical matters (i.e. functions, performance, reliability, etc.), cost, schedule, process and all other factors affected. Only items specifically identified in a written change-order as modified are affected.

Purchaser may request a change by providing a written change-order as described above to Supplier as a legal notice under this Agreement or as the Parties may otherwise agree in advance and in writing. Supplier agrees it will make all reasonable efforts to meet the request for a change in the Work, and shall promptly respond regarding its ability to meet the request.

Supplier may request a change by providing a written change-order as described above to Purchaser as a legal notice under this Agreement or as the Parties may otherwise agree in advance and in writing. Supplier must secure prior Purchaser approval for all change orders. Purchaser shall

respond within ten (10) business days to either accept or deny the change-order as written, provided that if no response is made, Purchaser's silence shall be deemed a denial of the change-order.

If the terms of a change-order are agreed to, the requesting Party shall provide two executed copies to the other Party for signature. The Party accepting the request shall sign both copies and return one original copy of the signed change-order to the requesting Party.

When invoicing for change-order items, Supplier shall reference the change-order and itemize it separately.

2.12 Right to Use System Not Yet Accepted

At all times prior to the Initial System Acceptance Test (ISAT) and Final System Acceptance Test (FSAT), Purchaser shall have the right to use the System as installed. Use of the System prior to Final System Acceptance shall not result in any waiver of any Purchaser rights under this Agreement and shall not be deemed acceptance of the System. This use of the System prior to acceptance is intended to assist Supplier and Purchaser in evaluating the System functionality in advance of Initial System Acceptance Test (ISAT) and Final System Acceptance Test (FSAT). Following Initial Acceptance, Purchaser may use any of the System prior to FSAT for billing and other related purposes.

2.13 Right to Use Accepted System

Upon Final System Acceptance, Purchaser shall have the right to use, modify, and adapt the System in any manner it desires as long as it is in accordance with the terms and conditions of this Agreement.

2.14 Defective Work and System (Warranty)

Notwithstanding the acceptance of the System by the Purchaser or the provision of any certificate with respect to delivery or acceptance of the System, the following warranties shall apply:

- A. Equipment Warranty. Supplier warrants that the Equipment and material manufactured by it will conform to Supplier's applicable specifications and be free from failure due to defects in workmanship and material for three (3) years from the date of shipment for metering endpoints and one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first, for all other covered Equipment and material. In the event any Equipment or materials fails to comply with the foregoing warranty Supplier will, at its option, either (a) repair or replace the defective Equipment or material, or defective part or component thereof, F.O.B. Supplier's facility freight prepaid, or (b) credit Purchaser for the purchase price of such Equipment or material. All warranty claims shall be made in writing. Supplier requires all non-conforming Equipment or material be returned at Supplier's expense for evaluation unless specifically stated otherwise in writing by Supplier. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Supplier's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access,

removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment or material not manufactured by Supplier and Supplier limits itself to extending the same warranty it receives from its supplier in such instances.

- B. System Services Warranty. Supplier warrants that the System will perform in accordance with Documentation and this Agreement including, but not limited to, the Specifications set forth in any System supporting documentation. This System Warranty only covers problems reported to Supplier in writing during such System Warranty Period. In the event of a breach of the foregoing System Warranty, in addition to Supplier's other obligations under this Agreement, Supplier will, at its sole expense, repair, modify, or adjust the System to make it conform to the foregoing System Warranty. Supplier warrants that Services performed by it hereunder will be performed in accordance with generally accepted professional standards. Services, which do not so conform, shall be corrected by Supplier upon notification in writing by the Purchaser provided such notification is received within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Supplier, Supplier assumes no responsibility with respect to the suitability of the Purchaser's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Supplier. This warranty does not cover damage to Purchaser's, or its customer's, equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Purchaser will, at its cost, provide Supplier with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Supplier may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Supplier shall be notified of, and may be present at, all tests that may be made.

THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SUPPLIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SUPPLIER'S SOLE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR FAILURE OF SUPPLIER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE PURCHASER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

2.15 System Life Expectancy

Supplier represents that the Work, System and Equipment purchased from Supplier is intended to be used and shall be supported in accordance with the Support terms set forth herein for a minimum of fifteen (15) years from the date of this Agreement said term being the Life Expectancy. For the first five (5) years following the date of this Agreement, Eaton shall make available equivalent parts for all equipment purchased or provided under this Agreement and corrections for any software purchased. After the first five (5) years following Final System Acceptance, Eaton shall take commercially reasonable steps to make available for purchase

maintenance service, additional equipment and spare parts for all equipment ordered under this Agreement, and corrections for any software ordered for fifteen (15) years from the data of this Agreement. In the event Eaton's business changes such that it no longer manufactures the equipment or spare parts, Eaton shall endeavor to offer equivalent backwards compatible next generation products or make available an opportunity for Purchaser to buy any and all spare parts that it anticipates it may need for the remainder of the life expectancy of the System. In such instance, the language in Section 2.37 shall apply.

2.16 Deployment Plan

The deployment shall occur in two phases. Phase I shall mean deployment within the Initial Deployment Area as defined in the RFP. Phase II shall mean full deployment and shall commence upon the completion of Phase I and Initial System Acceptance and shall mean deployment within the remaining service territory of Purchaser not covered in Phase I. The Parties shall work together to develop a deployment plan and schedule at a project kick-off meeting.

2.17 Payment to Supplier

Supplier will issue invoices to Purchaser for all amounts owed to Supplier hereunder. Invoices: (i) for Work and Services will be issued upon completion of the Work or Service; (ii) for the Equipment shall be issued upon delivery to the applicable storage facility; and (iii) for the Supplier Project Management Fee, upon Initial System Acceptance.

Phase I of the project shall be for the area covered by the Initial System Acceptance work. The work to build the System to Final System Acceptance following Phase 1 shall be known as Phase II of the project.

Invoicing and payment shall be commensurate with the Pricing Schedule set forth in Attachment VI and the Cost provision in Section 2.3. Written authorization shall be required from Purchaser before Services commence.

The "Milestone Description" as stated below in the Milestone Schedule is provided as a summary only; this entire Agreement provides the detail of what comprises deliverables for each Milestone.

Table 1: Milestone Payment Schedule

Milestone	Description	Payment
Phase I*	Initial Deployment Area	All monthly Equipment and Installation Services invoices for items related to Phase 1 deployment area.
Initial System Acceptance Test (ISAT)	Successful completion of the Initial System Acceptance Test (ISAT) for the Phase I Initial Deployment Area. To be completed within 9 months of the completion of Phase I.	Payment of Eaton Phase I Project Management fee. This delayed payment represents an approximate 5 % Hold back on Phase I. Payment in full is made upon completion of the ISAT

Milestone	Description	Payment
Phase II	Full Deployment	After successful completion of the ISAT, and starting with the Phase II Full Deployment, 100% of all monthly invoices for Equipment, Software, Installation Services and items associated with the Phase II deployment area according to a mutually accepted schedule. .
Final System Acceptance Test (FSAT)	Successful completion of the Final System Acceptance Test (FSAT) for all System components installed during Phase II Full Deployment or 24 months from the start of Phase II Full Deployment, whichever is shorter.	Payment of Eaton Phase II Software License and Phase II Project Management fee. This delayed payment represents an approximate 5 % Hold back on Phase II. Payment in full is made upon completion of the FSAT.

*Phase I shall include but not be limited to:

- Project design meeting; receipt of standard System documentation and training manuals covering the scope of this Agreement; review and approval of Purchaser's coverage area and design drawings for the initial deployment area; receipt of proof of insurance.
- Configuration of Master System server and hardware components and delivery of configured software and hardware to Purchaser; training on use of the AMI Master software System.
- Delivery of Phase I Collectors, Repeaters, load management end devices, gateways, electric Meters/Modules and Endpoints as determined prior to Agreement signing.
- Completion of onsite support and training covering equipment installation, meter/module, inspection of work and training installation, Master System training including support on report generation.
- Successful completion of the ISAT and Initial System Acceptance.

Purchaser will review, approve, and pay each undisputed invoice within thirty (30) days of receiving such invoice and other documents required hereunder.

After delivery and inspection at destination, Purchaser will be responsible for any loss, theft, physical damage, or abuse that affects the operation of the System and occurs while System is in the control of Purchaser.

Notwithstanding any provision in this Agreement to the contrary, Purchaser may withhold any or all payment or payments for Work done to the extent of protecting Purchaser against loss on account of:

- Defective workmanship and materials;
- Failure of Supplier to make payments promptly to Subcontractors or Suppliers for material or labor;
- Damages to structures or property caused by a Supplier Party; and
- Other specified reasons set forth in this Agreement.

Purchaser reserves the right to refuse or return at Supplier's risk and expense shipments made in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.

Upon receipt of payment, Supplier shall provide to Purchaser a Lien Waiver for the labor and material covered by said payment. Supplier shall defend, indemnify and hold harmless Purchaser, for any and all expenses and costs, incurred due to the subcontractor filing a lien or claim against Purchaser.

2.18 Equipment Forecasts

Within sixty (60) days after the Effective Date of this Agreement, Purchaser shall supply to Supplier a written forecast of total anticipated Supplier Equipment needs by month. Any changes to the Equipment forecast should also be furnished to Supplier.

2.19 Purchase Orders

Purchases shall be authorized by Purchaser's issuance of a written Purchase Order ("Purchase Order") to Supplier by mail, facsimile communication or electronic mail. Supplier may accept Purchaser's Purchase Order by signing it, acknowledging it, using facsimile or electronic mail. Notwithstanding any other provision herein, Purchaser's Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. Purchaser's desired shipment dates shall take into account Supplier's current lead times at the time of the Purchase Order. Lead times will be provided to Purchaser by a Supplier representative and are defined as the cycle time from acknowledgement of Purchase Order to fulfillment of Purchase Order. It is acknowledged by the Parties that all instruments and documents issued or delivered pursuant to this Agreement, including any and all Purchase Orders, Purchase Order acceptance, Purchase Order acknowledgements, invoices and other instruments ("Purchase Order Documents") shall incorporate by reference the terms and conditions of this Agreement, irrespective of whether any such Purchase Order Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. In the event of a conflict as between the terms and conditions of any and all Purchase Order Documents and this Agreement, this Agreement controls. Any terms and conditions contained in a Purchase Order

Document now or hereafter delivered by a Party pursuant to this Agreement other than quantities, service description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.

2.19.1 Cancellation and Modifications

Purchaser may, without penalty, cancel or reduce a Purchase Order for Equipment on written notice to Supplier no later than sixteen (16) weeks prior to scheduled delivery of the order. If Purchaser cancels or modifies an Equipment order within sixteen (16) weeks prior to delivery, such Equipment order may be subject to reasonable cancellation charges. Notwithstanding the foregoing, cancellation charges do not apply to cancellations by Purchaser of Purchase Orders for Software or Services, provided that the Software or Service being canceled has not been performed or delivered. For any Service that is in progress, Supplier shall be entitled to payment for the amount of Service completed as well as reasonable cancellation or mobilization fees that may be charged but Supplier's Subcontractor. These include setup/configuration of a hosted system environment, setup/configuration of a consumer portal, setup/configuration of a work order management system for meter exchange installation work, field installation mobilization fees, and similar costs incurred by Supplier.

Notwithstanding the foregoing, cancellation charges do not apply to cancellations by Purchaser of Purchase Orders for Software or Services, provided that the Software or Service being canceled has not been performed or delivered. For any Service that is in progress, Supplier shall be entitled to payment for the amount of Service completed as well as reasonable cancellation or mobilization fees that may be charged but Supplier's Subcontractor. These include setup/configuration of a hosted system environment, setup/configuration of a consumer portal, setup/configuration of a work order management system for meter exchange installation work, field installation mobilization fees, and similar costs incurred by Supplier.

2.20 Coverage and Performance Commitment

Supplier agrees to satisfy the Coverage Commitment as defined herein for the duration of the Coverage Commitment Term.

Regardless of the number of towers or Collectors described in the Pricing Schedule (Attachment III), Supplier must achieve the Coverage Commitment. In the event the Coverage Commitment is not met, the costs of additional equipment, including additional Collectors, repeaters, and all other Equipment., will be the responsibility of Supplier.

Supplier certifies that the network as quoted and deployed under this Agreement will:

- (a) Meet the Coverage Commitment term and meets the requirements listed in the Coverage Commitment listed in Section 2.2
- (b) Read Success Rate. Customer will be able to achieve a minimum 99.5 percent daily read for each electric meter by 8 a.m. each day, and 100 percent over any three consecutive day billing window.

- (c) Remote Connect/Disconnect. It is expected that the individual electric meters with remote connect/disconnect capability will action a remote a complete disconnect of electric service at the end-user/customer site from the Software. Remote reconnect of service will be the same. For any reconnect and disconnect the confirmation time to complete either action will be within 60 seconds or less. These actions will occur at a success rate of 99.5% 24 hours a day, 7 days per week.

2.21 Cellular Coverage Gaps

Supplier agrees to satisfy the Coverage Commitment as defined herein for the duration of the Coverage Commitment Term including locations identified by Supplier to be served with cellular. If, upon installation of Endpoints in those areas, it is determined that cellular is not available, Supplier commits to satisfy the Coverage Commitment without the use of cellular and at cost to Supplier for any additional Equipment needed.

2.22 Major Endpoint Failure

As an extension of the applicable warranty provision, if in the first five (5) years following execution of this Agreement a major failure occurs with the Meters and/or AMI modules provided by Supplier (with “major” being defined as three (3%) percent of the installed base within a single calendar year that were used according to Supplier’s operating instructions), Supplier, must repair or provide Purchaser replacement meters and/or AMI modules as needed without cost

2.23 Endpoint Failure upon Installation

For Endpoint failures and defects during Phase I and Phase II within two (2) years from the Effective Date, including but not limited to, zero consumption and non-association, occurring within seven (7) days of installation, other than failures due to damage outside of the control of Supplier (such as meter tampering, a damaged Meter or Endpoint, or a damaged transformer), within fourteen (14) calendar days of receiving notice from Purchaser, Supplier, at its sole cost (including the reasonable, direct costs incurred by Purchaser to install new Endpoints) shall remedy or repair the failure or defect and provide Purchaser with replacement Endpoints as needed.

2.24 Endpoint Failure upon Over the Air (OTA) Firmware Update/Upgrade and/or Configuration Change

Any incremental, new, or updated firmware version, any Endpoint data collection parameter changes, any Endpoint communication radio module changes or updates, or any OTA changes made to any Endpoint transported through the AMI System during the first five (5) years from the Effective Date of this Agreement shall be free from all defects, issues, or problems resulting in the Endpoint being unavailable, no longer available for communication, reduced performance, or inability to transport information back to the System Software in a like manner before the changes or updates have taken place. Other than failures due to circumstances outside of the control of Supplier (such as meter tampering, a damaged Meter or Endpoint, or a damaged transformer), and except for a Force Majeure event, Supplier shall, within fourteen (14) calendar days of receiving

notice from Purchaser, at Supplier's sole cost (including the reasonable, direct costs incurred by Purchaser in installing replacement Endpoints), commence to remedy or repair the failure or defect and provide Purchaser replacement Endpoints as needed. For Endpoint failure upon OTA firmware updates, upgrades and/or configuration changes occurring after the Equipment Warranty Period and prior to expiration or termination of the Agreement, the Parties will mutually agree upon a fair and equitable division of responsibility for costs associated with any necessary repairs or modifications.

2.25 Tests and Inspections

The Equipment furnished pursuant to the Specifications in Attachment I shall be in compliance with all of the standard commercial inspections and tests normally performed by Supplier and its Subcontractors or other suppliers in the industry. Supplier shall furnish Purchaser with such certified information and test certificates as are normally made available to customers of Supplier's manufacturing divisions and subsidiaries and other manufacturers of equipment specified within. Purchaser or its agent has the right to witness all factory and/or site tests and inspections. Purchaser shall not be required to accept any Equipment until the Equipment has undergone and successfully met such tests and inspections. The conditions of any test of the Equipment or Services will be agreed in writing, and Supplier will be notified of, and may be represented at any such tests.

2.26 Initial System Acceptance Test (ISAT)

The Supplier and Purchaser will complete an Initial System Acceptance Test (ISAT) to validate the completion of Phase I Initial Deployment of System by Supplier, in accordance with the Specifications identified in any and all attachments to this Agreement, including Supplier's Proposal dated February 15, 2022, specifically incorporated by reference, and the Functional Testing and System Acceptance Testing Criteria set forth in the attached Attachment VIII. ISAT shall be completed within 3 months of the completion of Phase I unless the ISAT needs to be extended due to Supplier side delays or force majeure events.

If all testing meets the pass criteria as set forth in Attachment VIII, the ISAT will be considered successful. Initial System Acceptance, as that term is used herein, shall occur on the date Purchaser indicates in writing its acceptance of satisfactory completion of the ISAT, which acceptance shall be provided within 10 days of the successful completion of the ISAT. Deployment of the System will proceed to Phase II following Initial System Acceptance.

In the event testing criteria cannot be met or a defined functionality requirement cannot be remedied as part of the testing, the Supplier shall notify the Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further costs to the Purchaser. In all such cases, the Purchaser, acting reasonably, reserves the right to accept or reject any and all remedies proposed by the Supplier and treat this as a breach of contract.

For purposes of testing load control functionality, Supplier shall make load control software available at no cost to Purchaser for a minimum of six months following start of Phase I as agreed upon the Parties in writing.

2.27 Final System Acceptance Test (FSAT)

The Supplier and Purchaser will complete a Final System Acceptance Test (FSAT) to validate the completion of Phase II Full Deployment and the provision of the System by Supplier in accordance with the Specifications identified in any and all attachments to this Agreement, including Supplier's Proposal dated February 15, 2022, specifically incorporated by reference, and the Functional Testing and System Acceptance Testing Criteria set forth in the attached Attachment IX. FSAT shall be completed within thirty (30) days of the completion of Phase II or 24 months from the start of Phase II Full Deployment, whichever is shorter, unless the FSAT needs to be extended due to Supplier side delays or force majeure events.

Final System Acceptance, as that term is used herein, shall occur on the date Purchaser indicates in writing its acceptance of satisfactory completion of the FSAT, which acceptance shall be provided within 10 days of the successful completion of the FSAT.

In the event testing criteria cannot be met or a defined functionality requirement cannot be remedied as part of the testing, the Supplier shall notify the Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further costs to the Purchaser. In all such cases, the Purchaser, without stating any reasons, reserves the right to accept or reject any and all remedies proposed by the Supplier and treat this as a breach of contract.

2.28 Applicable Laws and Courts

Supplier will comply with all applicable federal, state, and local statutes, laws, rules, codes, and regulations.

This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Arkansas without regard to its conflicts of law principles. Venue of any legal proceedings arising from or concerning this Agreement shall be in the Circuit Court for Benton County, State of Arkansas.

2.29 Licenses

Supplier shall provide to Purchaser all necessary licenses (i.e., software and others as may apply) for the System and the Work as outlined in a Software License Agreement. These licenses shall be paid in full, shall be perpetual, and shall provide all rights described in this Agreement.

2.29.1 FCC Licensed Frequency

- A. **Acquisition.** Supplier warrants that sufficient radio frequency licenses are available for lease to support the equipment and performance requirements under this agreement. Supplier will assist Purchaser in obtaining required licenses, including any coordination with the FCC or other U.S government agency regarding radio transmission.
- B. **Interference.** Supplier agrees to promptly assist and support Purchaser in remedying any frequency interference causing undue system harm or data loss, including where Purchaser

experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or U.S. or Canadian other government agency regarding radio transmission.

2.30 Insurance

As additional security for Purchaser and as separate obligation of Supplier not in conjunction with any other provisions of this Agreement, Supplier agrees to carry and maintain the during the term of this Agreement and all warranty periods occurrence-based liability insurance with coverages and limits of liability not less than those shown herein. Each of Supplier's subcontractors, if any, shall also provide and maintain during the term of their respective agreements the insurance coverages specified as follows, with limits of liability determined appropriate by Supplier. In the event work is performed by a subcontractor, Supplier shall be primarily responsible for any liability arising directly or indirectly out of the Services performed that is not otherwise covered by any subcontractor's insurance. All such insurance shall be primary with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Purchaser and shall not require the exhaustion of any other coverage.

Supplier shall procure at its expense, and maintain, and shall require all of its subcontractors, if any, to procure and maintain in full force during the full term of this Agreement, insurance policies, from an insurer, or insurers, licensed to do business in the State of Arkansas where the work hereunder is to be performed. Each of such policies shall be in such form and issued by such insurer as shall be reasonably satisfactory to Purchaser; and the said policies shall provide insurance of the type and, at a minimum, in the amounts below indicated:

1. Workers' Compensation Insurance (including Occupational Disease Coverage) and Employer's Liability coverage, with limits as required by applicable law covering all of Supplier's employees, or any individual who may be deemed Supplier's employee, who perform any obligations relating to or under this Agreement. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
2. Employers Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.
3. Commercial General Liability Insurance under an occurrence policy form insuring the indemnity agreements set forth in this Agreement with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including endorsements for Premises/Operations, Personal Injury Liability, Products/Completed Operations, Blanket Contractual Liability assumed in the Agreement, including indemnification liability, and Completed Operations Coverage (minimum 2 years past completion of the Work).
4. Business Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned) with a combined single limit of at least \$1,000,000.
5. Professional Liability (Engineer's Errors and Omissions) Insurance, in the event Supplier is performing design, engineering or other professional services, with limits of at least \$1,000,000 each claim and \$1,000,000 in the aggregate.

6. Pollution Liability Insurance covering losses caused by pollution conditions that arise from the operations of Supplier with minimum limits of \$1,000,000 per occurrence.

Additional Insured: All policies except for Workers' Compensation/Employers Liability, Professional Liability and Pollution Liability shall name, by policy endorsement, Purchaser as an additional insured to the extent of Supplier's indemnification obligations as set forth in Section 2.31 of this Agreement.

Waiver of Subrogation: To the extent of Supplier's legal liability, Supplier hereby waives all rights of subrogation against Purchaser and its respective directors, officers, members, employees, agents and insurers, and on Commercial General Liability insurance, provided for above shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation to the extent of Eaton's negligence in favor of Purchaser and its respective directors, officers, members, employees, agents and insurers.

Primary & Non-Contributory: Purchaser and Supplier intend that the Supplier shall ensure that all policies purchased and/or maintained in accordance with this section will protect Purchaser and Supplier, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Purchaser, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the Work, and shall not require the exhaustion of any other coverage.

Severability & Cross Liability: The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion that prevent Purchaser from asserting claims against the Supplier or any other Insured under the policies.

Proof of Insurance and Replacement: The insurance required hereunder shall be maintained in effect during the entire duration of this Agreement. A certified copy of each of the endorsements and or a certificate or certificates evidencing the existence thereof, shall be delivered to Purchaser prior to the commencement of the Work. Replacement certificates of insurance evidencing continuation of such coverage shall be furnished to Purchaser. Purchaser's receipt of or failure to object to any insurance certificates or policies submitted by Supplier or its subcontractors does not release or diminish in any manner the liability or obligations of Supplier or its subcontractors or constitute a waiver of any of the insurance requirements under this Agreement. Should Supplier or any subcontractor at any time neglect, refuse to provide or cancel the insurance required herein, such failure shall constitute a default under this Agreement, and Purchaser shall have the right to terminate this Agreement.

2.31 Settlement Preferred

Purchaser and Supplier will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation for a period of thirty (30) days after demand by a Party (the "Dispute Resolution Period"). It is anticipated that the respective Project Managers will confer and attempt to settle a dispute when appropriate before escalating the dispute to appropriate higher-

level managers of the Parties, if necessary. Unresolved disputes existing after the Dispute Resolution Period may either be litigated or, with the mutual consent of the Parties, arbitrated on such terms and conditions as the Parties may mutually agree.

2.32 Indemnification

1. Supplier shall indemnify, defend and hold harmless Purchaser, Purchaser's officers, directors, partners, employees, consultants, and contractors, from and against and in respect to any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs, losses, damages, fines, penalties, fees, and any expense whatsoever and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) brought against such indemnified parties for bodily injury, including death, or damage to or destruction of physical property to the extent caused by or arising from the negligent acts or omissions or willful misconduct of Supplier, its agents, employees, Subcontractors or others for whom Supplier is responsible, or for Supplier's violation of any federal, state or local law, rule or regulation during performance of Supplier's obligations pursuant to this Agreement
2. Purchaser agrees that it will give prompt written notice to Supplier of any Liabilities asserted against Supplier for which Purchaser believes Supplier is responsible for indemnification, in whole or in part. Upon receipt of such written notice, Supplier shall defend at its own expense, with counsel of its choosing.
3. Supplier agrees that it maintains Insurance ("Insurance") for purposes of insuring against loss as a result of Liabilities caused in whole or in part Supplier; such insurance coverage is acknowledged to comply with the requirements as designated in [Section 2.30 \(Insurance\)](#). Transportation and Risk of Loss
4. All material and workmanship shall be subject to inspection and testing at reasonable times and places by Purchaser before, during, and after performance and delivery. If any loss of or damage to the Work or System or component thereof occurs prior to delivery to Purchaser, Purchaser may require that Supplier promptly make all repairs or replacements at no cost to Purchaser as necessary to place the Work and System in the condition required by this Agreement.
5. Purchaser's failure to inspect or test does not relieve Supplier of any responsibility to perform according to the terms of this Agreement. Acceptance of the System and Work comprised of goods by Purchaser shall not constitute acceptance as to latent or hidden defects not subject to discovery upon reasonable inspection or testing.
6. Supplier shall notify Purchaser in writing when any material, equipment, item or component is ready for shipment. One (1) copy of the notice of shipment covering all items shipped shall be issued by Supplier and forwarded to Purchaser's office. In addition to the preceding, a complete packing list of every individual item in each box, crate, or other shipping enclosure shall be sent to Purchaser with a duplicate enclosed with each box, crate or other shipping container.

2.33 Confidential and Proprietary Information

Each Party acknowledges that it may, in the course of performance of this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other Party, including but not limited to, data relating to the products, equipment, inventions, discoveries, trade secrets, secret processes, financial data, computer software, know-how, methods, marketing information and any other data or information in any form relating to the business affairs of either Party, including the provisions of this Agreement (“Confidential Information”). The Parties agree to hold Confidential Information in strict confidence and not to use Confidential Information for its own benefit or disclose it to third parties without the written consent of the other Party. Confidential Information shall not include information: (a) which is or becomes publicly available; (b) is disclosed to recipient by a third party who is not in breach of an obligation of confidentiality; (c) is independently developed by the receiving Party without reference to or use of any Confidential Information of the disclosing Party; or (d) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange, provided however that the receiving Party shall advise the disclosing Party of such required disclosure promptly upon learning thereof in order to afford the disclosing Party a reasonable opportunity to contest, limit and/or assist the receiving Party in crafting such disclosure.

A receiving Party shall protect Confidential Information by using the same degree of care that such receiving Party uses to protect its own Confidential Information, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of such Confidential Information. Confidential Information will be restricted to those employees, agents, or contractors of each Party having a need-to-know such information in relation to performance of their respective duties pursuant to this Agreement. The obligations of confidentiality set forth above shall remain in effect for a period of three (3) years after the expiration or termination of this Agreement. Upon the reasonable written request of the disclosing Party, the receiving Party shall return or properly dispose of all Confidential Information of such disclosing Party, provided such receiving Party may retain, for record keeping purposes only, one copy or written description of any such Confidential Information.

2.34 Safety and Compliance with Codes and Other Laws

Supplier shall at all times be solely responsible for complying with all applicable federal, state, and local laws, ordinances, regulations, and codes in connection with the Work, including those relating to the safety of all persons and property. This shall include obtaining all licenses and permits which are the responsibility of Supplier and required for the Work. Supplier understands that the obligations of the Parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the matters.

Should at any point Supplier find any unsafe or hazardous areas or conditions, Supplier will immediately report the said condition to Purchaser.

No obligations shall be imposed upon Purchaser, Purchaser's officers, directors, partners, employees, consultants, and agents to review or supervise Supplier's compliance with any safety measures, laws, ordinances, regulations, or codes. Supplier is solely responsible for its acts, errors,

and omissions and the acts, errors, and omissions of any Subcontractor, of any Supplier or of any other individual or entity performing any of the Work.

2.35 Site, Supervision, and Safety

The Site (all equipment staging areas and field work locations) will be furnished to Supplier by Purchaser in its presently existing condition, and Supplier shall leave the Site in the same condition as it was received, except as otherwise provided herein.

Supplier shall be responsible for furnishing proper protection for the health and life of personnel, for the public, for the Work and all materials, machinery, equipment, tools, and supplies used in the performance thereof, and for the property of others.

Supplier shall make sure Supplier Parties and any other individual or entity performing any of the Work are informed of dangers associated with the electric distribution systems, line facilities, and communications facilities and know how to exercise proper precautions and follow appropriate safety procedures. Supplier shall provide regular and appropriate safety briefings for its personnel and others involved in the Work.

Supplier shall cause any construction work under this Agreement to receive constant supervision by a competent superintendent (hereinafter called the “Superintendent”) who shall be present at all times during working hours where construction is being carried on. Supplier shall also employ, in connection such construction work, capable, experienced and reliable forepersons and such skilled workers as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent shall be binding upon those doing the Work.

Supplier shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes, as well as the safety rules and regulations of Purchaser. All machinery and equipment and other physical hazards shall be guarded in accordance with the most current version of “Manual of Accident Prevention in Construction” of the Associated General Suppliers of America unless such instructions are incompatible with federal, state, or municipal laws or regulations.

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

1. Supplier shall at no time and under no circumstances cause or permit any employee of Supplier to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified or agreed to in writing.
2. Supplier shall conduct the Work so as to cause the least possible obstruction of public highways.
3. Supplier shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.

2.36 Time

Time is a material element of this Agreement, Supplier shall notify Purchaser in writing immediately of any actual or potential delay to the performance of this Agreement and such notice shall include a revised schedule and shall not constitute a waiver to Purchaser's rights and remedies hereunder. For the avoidance of doubt, in the event that any actual delay is caused solely by the actions or omissions of Supplier, the applicable product pricing shall remain fixed during the pendency of the delay.

2.37 No Implied Waiver

Either Party's failure to insist upon strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of terms of this Agreement. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly so stated in writing by a duly authorized representative of the waiving Party.

2.38 Remedies

Supplier recognizes and acknowledges that if the Supplier fails to meet the support specified above, the Purchaser may suffer certain losses and damages. In Section 2.15, Supplier has offered remedies which would mitigate these losses, including making commercially reasonable efforts to offer spare parts for any equipment ordered under this Agreement, corrections for any software, provision of backwards compatible next generation products and a last time buy for required spare parts. Purchaser also acknowledges that its license to the hosted software is perpetual and does not expire, such that Purchaser's ongoing utilization of the AMI system shall not be impacted. In the event that this Agreement is terminated prior to the proposed fifteen (15) years, and the remedies stipulated in Section 2.15 fail of their essential purpose, Purchaser shall be entitled to make a claim for any reasonable, direct and verifiable losses incurred as a result of such termination.

2.39 Termination

Purchaser may terminate this Agreement with or without cause, in whole or in part, at any time by written notice to Supplier. In such an event, Purchaser shall pay Supplier for any outstanding undisputed invoices and for all actual labor and material costs incurred prior to such termination notice in accordance with Attachment VI less salvage value, unless termination is for cause such as non-performance or default by Supplier.

Upon receipt of a notice of termination of some or all of the System, Supplier shall discontinue the provisioning of the System and make every effort to cancel all subcontracts, orders and other agreements, or portions thereof that involve the terminated System. If Purchaser specifically requests, Supplier shall attempt to transfer subcontracts to Purchaser upon receipt of all applicable payments as stated above. Purchaser shall not be liable for any damage to any subcontractor in case of termination.

Supplier will also make every effort to preserve the terminated portion of the System regardless of location, assist with inventory of the terminated System, identify outstanding orders and subcontracts, and as requested by Purchaser, transfer the System and title to the System to Purchaser. Purchaser may decline title to any portion of the System.

Supplier shall not be entitled to damages resulting from termination of any Work or provisioning of the System, including loss of anticipated revenue or costs such as idle personnel or equipment.

If the Supplier defaults in the performance of the Work, the Purchaser may at its option, finish the Work by any method possible, including contracting with another supplier.

2.40 Extension to Successors and Assigns

Each and all of the covenants, obligations and agreements contained in this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

2.41 Expenses and Fees

In the event of a default under this agreement, if the non-defaulting Party resorts to legal proceedings of any kind to resolve a dispute or to enforce or protect their rights under this agreement, the non-defaulting Party will be entitled to recover, upon demand, from the defaulting Party all reasonable out-of-pocket expenses, including Legal Costs, incurred by the non-defaulting Party relating to said legal proceedings for resolution of a dispute or enforcement or protection of rights under this Agreement, including but not limited to, costs of collection. "Legal Costs" means the reasonable out-of-pocket expenses incurred by it, including legal fees.

2.42 Intellectual Property Infringement

Supplier will indemnify and defend or, at its option, settle the portion of any action brought against Purchaser by an unaffiliated third party to the extent that the third party asserts that products sold by Supplier to Purchaser under this Agreement directly infringe the third party's United States patent, copyright or trademark ("an Intellectual Property Infringement Claim"), and Supplier will pay those costs and damages finally awarded against Purchaser in any such action that are specifically attributable to such Intellectual Property Infringement Claim or any settlement agreed to by Supplier. If the applicable product becomes, or in Supplier's sole discretion is likely to become, the subject of an Intellectual Property Infringement Claim, Purchaser will permit Supplier, at Supplier's option and expense, to (i) procure for Purchaser the right to continue using the products; (ii) replace the products with non-infringing products that are reasonably equivalent; or (iii) modify the products so they become non-infringing, but are reasonably equivalent. If the foregoing alternatives are not available on terms that are reasonable in Supplier's judgment, Supplier shall (i) have no obligation to continue supply of such products under this Agreement, and (ii) in the event use of such products is enjoined by a court of competent jurisdiction, Purchaser shall return such products still in its possession, custody or control, and Purchaser's sole remedy shall be a refund of the depreciated value of such returned products. As a condition to Supplier's indemnity obligations under this section, (i) Purchaser shall provide Supplier with prompt written notice of any threat, demand, allegation or indication, whether written, oral or otherwise, that Supplier's products infringe or may infringe a third party's intellectual property rights, (ii) Supplier

shall have sole control of the defense or settlement of any indemnified Intellectual Property Infringement Claim, including all communications regarding the claim, and (iii) Purchaser shall provide Supplier with reasonable assistance in connection with such defense or settlement. Purchaser may employ counsel at its own expense to assist Purchaser with respect to any such claim.

Supplier shall have no indemnification obligation under this section if any claim of infringement would not have occurred but for one or more of the following: (i) use of a product, other than for its intended purpose; (ii) use or combination of any product with any other product, equipment, software or data; (iii) use of any release of software or firmware other than the most current release made available by Supplier; (iv) Purchaser's rejection of Supplier's recommended changes or modifications to a product, where Supplier has offered to implement those changes or modifications; (v) use of a product after Supplier has advised Purchaser that a non-infringing alternative is not available on reasonable terms and has requested the return of such products as specified above, (vi) any modification to a product made by a person other than Supplier or an authorized representative of Supplier; or (vii) product or design specifications provided by Purchaser to Supplier. In no event will Supplier be liable for enhanced damages resulting from willful infringement by Purchaser or any punitive damages resulting from Purchaser's actions or inactions, nor will Supplier be liable for any of Purchaser's or Purchaser's customer's lost profits, indirect, special or consequential damages or business interruption expenses. This Section provides the sole and exclusive remedy for actual or alleged intellectual property infringement or misappropriation, or representation or warranty of noninfringement.

2.43 Legal Notices

Any legal notice required or permitted by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate Party by personal delivery, certified mail, or other recognized delivery service that confirms delivery. All notices required, permitted, or desired to be given hereunder shall be deemed duly given and effective (i) when received after being sent by confirmed facsimile transmission or delivered by hand or (ii) five (5) days after being deposited with the United States Postal Service, properly addressed, sent by registered or certified mail, return receipt requested, postage prepaid. Any Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Parties in the manner provided in this Paragraph.

Legal notices to Purchaser shall be sent to:

The City of Bentonville
1000 SW 14th
Bentonville, AR 72712

Legal notices to Supplier shall be sent to:

Eaton Corporation
ATTN: Law Department
1000 Eaton Boulevard
Beachwood, OH 44122

2.44 No Construction Against Drafter

This Agreement has been negotiated and prepared by Purchaser and Supplier and the Parties' respective attorneys and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

2.45 Force Majeure

Neither Purchaser nor Supplier shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of its obligations is prevented or delayed by any cause beyond the Party's control, including without limitation: acts of God; acts or omissions of governmental authorities; acts of public enemy; wars; blockades; riots; civil disturbances; floods; hurricanes; tornadoes; pandemics; and any other similar events, acts, or conditions (individually and collectively referred to as "Force Majeure").

In the event that Supplier considers Supplier's performance is prevented or delayed by a cause beyond its control, Supplier shall inform Purchaser in writing within five (5) days after Supplier knows or by reasonable diligence should know of the event causing or likely to impact Supplier's performance. In the event of a Force Majeure, Supplier shall be permitted a delay in performance for a period of time reasonably necessary to overcome the effect of such delay, and in any event shall take such actions as are commercially reasonable to address the Force Majeure event and resume performance.

2.46 Conflict

Except as the Parties may otherwise explicitly agree, pursuant to the terms of this Agreement pertaining to any changes to the Work or amendments to this Agreement, the following rules of conflict shall apply:

1. In the event of a conflict between this Agreement and the terms or conditions of any attachments to this Agreement, the terms and conditions of this Agreement shall control.
2. In the event of a conflict between this Agreement and a purchase order and/or commitment, including any specifications attached thereto, this Agreement shall control.

In the event of an ambiguity in the specifications, drawings, or other requirements of this Agreement, Supplier must, before proceeding, consult Purchaser whose written interpretation shall be final.

2.47 Severability

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Purchaser and Supplier who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision, provided that such stricken clause

is not material to the performance of this Agreement and neither Party is aggrieved by the omission of such clause or the reformation of this Agreement.

2.48 Amendment

Notwithstanding the requirements for change-orders described above, this Agreement may not be changed, amended, modified or released or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this Agreement signed by authorized representatives of both Parties hereto.

2.49 Section Titles

The section and subsection names in this Agreement are only provided for convenience. In no way do the section and subsection names restrict the applicability of the requirements to the topic area given in the section or subsection name. For example, it is possible requirements under a section labeled “hardware” could actually include software requirements unrelated to the section or subsection title. Furthermore, it is possible that requirements listed under a particular section or subsection name are not all the requirements for that topic within this Agreement, as requirements on that topic may be listed in other sections, subsections or Exhibits.

2.50 Limitation of Liability

The remedies of Purchaser set forth in this Agreement are exclusive and are its sole remedies for any failure of Supplier to comply with its obligations hereunder. Notwithstanding any provision in this Agreement to the contrary, in no event shall either Party be liable in contract, in tort (including negligence or strict liability) or otherwise for loss of profits or revenue, loss of use of products, cost of capital, claims of customers of the buyer or for any special, indirect, incidental or consequential damages whatsoever, regardless of whether such potential damages are foreseeable or if either Party has been advised of the possibility of such damages. The total cumulative liability of Supplier arising from or related to this Agreement, whether the claims are based in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Equipment or Services on which such liability is based.

2.51 Survival

The rights and obligations of the Parties under this Agreement that would by their nature survive the expiration or termination of this Agreement, including but not limited to those pertaining to further assurances, confidentiality, applicable laws and courts, safety and compliance with codes and other laws, warranty, indemnification, insurance, limitations of liability, and severability shall survive the expiration or termination of this Agreement.

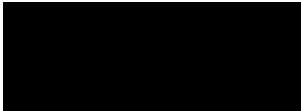
[SIGNATURE PAGE TO FOLLOW]

In witness whereof, the Parties have, by their duly authorized representatives, executed this Agreement on the date(s) indicated below.

The City of Bentonville

Eaton Corporation

By: _____

B  _____

Print Name: _____

Print Name: Thierry Godart

Title: _____

Title: Vice President

Date: _____

Date: December 7, 2022 | 2:34 PST

Attachments

It is hereby mutually agreed by the Parties that the following list documents are to be included as part of this Agreement and herein incorporated by reference for all purposes:

Attachment A Software License and Hosted Systems Agreement

Attachment I Scope of Work and Schedule;

- a. Attachment 1A – Scope of Work
- b. Attachment 1B – Schedule
- c. Attachment II—Intentionally omitted
- d. Attachment III – AMI Requirements

Attachment IV—Intentionally Omitted

Attachment V Responsibility Summary;

Attachment VI Pricing Schedule and Bill of Materials

Attachment VII Integration;

Attachment VIII Initial System Acceptance (ISAT) Plan;

Attachment IX Final System Acceptance (FSAT) Plan;

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CANNON TECHNOLOGIES, INC. (D/B/A/ EATON CORPORATION) FOR AN ELECTRIC AMI SYSTEM; AMENDING THE 2023 BUDGET UTILIZING SCR RESERVES; APPROVING A SCR RESERVE REPAYMENT PLAN; AND FOR OTHER PURPOSES.

WHEREAS, in 2020 the City was informed that Mueller Systems, Inc. would no longer support or supply electric meter infrastructure associated with the current AMI system;

WHEREAS, Eaton Corporation was selected using the City's RFP process; and

WHEREAS, utility fund stabilization and contingency reserves (SCR) are needed to fund this purchase and will be replenished pursuant to the attached repayment plan.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Eaton Corporation, in the amount of five million two hundred seventy-nine thousand one hundred seventy dollars and twenty-nine cents (\$5,279,170.29), for the purchase of a new AMI system for electric infrastructure;

Section 2: The 2023 Budget is amended to appropriate monies from utility fund SCR as shown below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	39091	Use of Reserves	\$ 5,486,970.29	
503010	47310	Improvements Other than Building		\$ 5,279,170.29
503010	47310	Improvements Other than Building		\$ 10,000.00
503010	43410	Professional Services/Other		\$ 197,800.00
		Totals	\$ 5,486,970.29	\$ 5,486,970.29
		Net Impact on Fund Balance	\$ -	

Section 3: Utility fund SCR monies shall be replenished as shown in the attached Exhibit "A";

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

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023

APPROVED:

Attest:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



EXHIBIT "A"

From: Bentonville Electric Utility Department - Travis Matlock,

Director To: City Council

Subject: Plan to replenish the Stabilization and Contingency Reserve (SCR) used to fund the Electric AMI System Contract (RFP-21-90).

In accordance with the City of Bentonville Fund Balance and Reserve Policy, which was officially adopted on July 22, 2021, Staff is providing this document as a plan to replenish the Stabilization and Contingency Reserve (SCR), for Council's consideration, to fund the Electric AMI System Contract with Eaton (RFP-21-90). The Policy requires:

"In the event a Stabilization and Contingency Reserve is used, City Staff shall present a plan to City Council to replenish the reserve within three to five years. This excludes use of any SCR to support seasonal variations in cash flows."

Utility Fund Balance: Note that these balances are estimated forecasts only for End of Year 2022

Forecasted EOY 2022 Utility Fund Balance

Available Cash or Cash Equivalents 12/31/21	\$	34,297,284.75
2022 Bond Proceeds	\$	8,250,000.00
Budgeted Net Income 2022	\$	1,412,207.00
2022 YTD Budget Adjustments	\$	(2,838,013.48)
Available Cash or Cash Equivalents	\$	41,121,478.27
Less 25% Cash Reserves	\$	(27,181,579.50)
Net Available Cash	\$	13,939,898.77
Investments	\$	10,651,445.52
Net Available Cash after Investments	\$	3,288,453.25

Plan:

Reason for Use of Stabilization and Contingency Reserve (SCR): Fund a new Electric AMI System through a Contract with Eaton, presented at the December 13, 2022 City Council Meeting. The City's current AMI System is provided by Mueller, which will no longer be supporting or supplying meters or infrastructure for the system; it is necessary for the City to acquire a new AMI System. Electric Department Staff, along with Legal and Purchasing have worked diligently on the new AMI System procurement process and contract to help ensure a more protected future with the new System. **Total Dollar Amount Requested:** \$5,486,970.29 (see breakdown below of total), according to the Project Schedule noted in the Agenda Item for the Contract approval with Eaton. The Projection will continue for approximately two years and payments will be due upon work completed or materials delivered to the City.

Initial System Cost	\$ 4,835,518.53
Est. Sales Tax	\$ 443,651.76
Budget for Central Square Programming	\$ 10,000.00
Contract with PSE for Implementation Oversight and Project Management:	\$ 197,800.00
Total Request:	\$ 5,486,970.29

Timeline for Replenishing (Re-Paying) the Funds: By January 31, 2025

**Or within five years based on an amended plan brought forward if necessary*

Plan for Replenishing (Re-Paying) the Funds: The Utility Fund currently has a \$10,692,543.85 balance invested in a Wealth Management Account with Arvest. The maturity schedule for these Funds is as follows:

Arvest Wealth Management Account (Utility Fund) Maturity Schedule	
February 2023	\$ 235,000.00
April 2023	\$ 235,000.00
April 2024	\$ 1,000,000.00
July 2024	\$ 1,000,000.00
October 2024	\$ 2,000,000.00
November 2024	\$ 3,000,000.00
December 2024	\$ 3,100,000.00
February 2025	\$ 240,000.00
Available Cash (from previously maturing investment)	\$ 552,936.91
Total	\$ 11,362,936.91

*Continued on the Following
Page*

The payments to replenish the SCR would be made as follows in the below table. Payments would be made in five installments, equal to the maturity amounts following the Maturity Schedule shown above. This Plan shows all dollars replenished by January 2025.

Note, approximately thirty days has been added to each scheduled maturity to allow for proper accounting and tracking of the maturity and transfers.

Replenishment (Re-Payment) Schedule		
Payment 1 - May 2023	\$	470,000.00
Payment 2 - May 2024	\$	1,000,000.00
Payment 3 - August 2024	\$	1,000,000.00
Payment 4 - November 2024	\$	2,000,000.00
Payment 5 - Final - December 2024	\$	1,016,970.29
Total	\$	5,486,970.29

Estimated Project Schedule:

*Subject to change based on actual project timeline. This overview is only to give insight into the current projection of the cashflow/project plan.

Line Item	Description	Phase I Cost (Incl. Est. Taxes)	Estimated Payout/Project Timeline	Phase II Cost (Incl. Est. Taxes)	Estimated Payout/Project Timeline
1	AMI INFRASTRUCTURE: Controllers, Collectors, Gateways, Repeaters, base stations, etc.	\$ 9,184.86	First Half of 2023	\$ 118,649.82	Begins End of 2023 throughout First Half of 2024
2	AMI Master Software and Servers	\$ 10,950.00	First Half of 2023	\$ 54,750.00	First Half of 2024
3	NEW ELECTRIC METERS FOR PURCHASE	\$ 260,926.46	Second Half of 2023	\$ 3,885,368.79	Begins End of 2023 throughout 2024
4	NEW ELECTRIC MODULES FOR PURCHASE	\$ -	-	\$ -	-
5	INTEGRATION and TESTING	\$ -	-	\$ -	-
6	TRAINING, DOCUMENTATION, and PROJECT MANAGEMENT	\$ 18,500.00	Second Half of 2023	\$ 147,000.00	End of 2024
7	SPARE PARTS (Required to Bid)	\$ 3,394.50	Second Half of 2024	\$ 2,901.75	First Half of 2024
8	TEST EQUIPMENT, TOOLS, SHIPPING, MISC.	\$ 12,404.63	Throughout 2023 Through End of 2024	\$ 105,739.99	Mid Year 2024
9	INSTALLATION SERVICES	\$ 37,192.22	Throughout 2023	\$ 612,207.27	Begins End of 2023 throughout 2024

*Estimated Payments in 2023: \$2,392,904.74 / Estimated Payments in 2024: \$2,886,265.53 *Final payments may overlap into 2025*

Utility Fund Department Head Agreement: The use of the SCR has been reviewed with the Department Heads within the Utility Fund and there is not a disagreement with the use of the funds for this purpose, or the Plan to replenish the funds.



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Electric
Submitted by	Traivs Matlock
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to enter into an agreement with Power System Engineering (PSE), Inc. for AMI Implementation and System Acceptance Testing Support and associated budget adjustment for \$197,800.00. Approved by Utility Board 5-0.					

Estimated Cost	\$197,800.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Utiltiy Fund Stabilization and Contingency Reserves (SCR)s will be used to cover the \$197,800.00. See attached Plan to replenish SCR.	



MEMORANDUM

DATE: January 10, 2023

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: PSE Agreement – Electric AMI system Oversight

City staff recommends entering into an agreement with Power System Engineering (PSE) to provide oversight and testing of the new Electric AMI system for \$197,800. PSE will work with the contractor on the installation of the system, test the installation, review the invoices, and other aspects of the installation of the new AMI system. PSE has been involved in with the AMI system from the beginning including evaluation, selection, and contract negotiations.

SCR will be used to cover the cost of the oversight contract. Refer to plan for replenishment of SCR in accordance with City's Fund Balance and Reserve Policy.

Approved by Utility Board 5-0.

TO: Mr. Travis Matlock, Electric Utility Director
FROM: Kyle Kopczyk, Power System Engineering
DATE: August 8, 2022
SUBJECT: ***PSE's AMI Implementation and System Acceptance Testing Support***

Power System Engineering (PSE) is glad to provide support for the completion of your strategic AMI Procurement Plan at Bentonville Electric Utility Department (BEUD). PSE will provide a range in our support service, from a more administrative support to a complete hands-on approach. PSE will work with BEUD to find the right balance of AMI implementation support and overall cost.

Our project deliverables will help ensure that BEUD meets the expected goals of the AMI system, the vendor completes its obligations correctly and on-time, meets the training and support requirements, properly executes all integration work, and most importantly is kept honest regarding the system promises and contract.

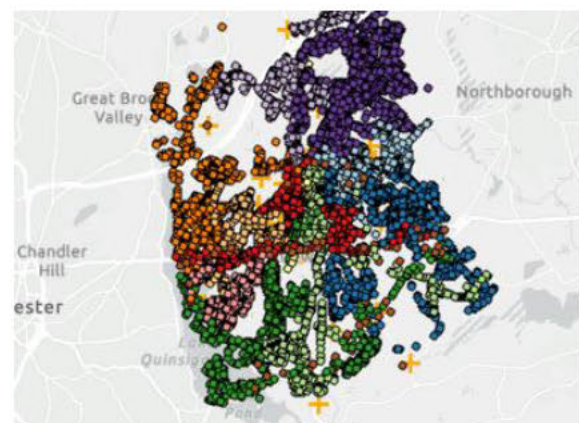
We see PSE's role as one that will help to organize, track, and maintain the deployment schedule and to assist in the coordination of BEUD responsibilities. We will accomplish this through regular scheduled meetings with the BEUD team and the vendor(s) and onsite meetings to ensure tasks and system quality are being maintained, as well as, to collaborate on any new updates to project documentation. Finally, we will be in attendance to formally close out the project. In short, PSE will be your implementation Project Lead and Project Management Team.

PSE will keep manage your project as a whole. In this role, we would be available for meetings, general overview updates, coordinate activities between city staff, and monitor high level system milestones as they are met, manage a master project task list, and maintain availability to troubleshoot and answer questions as they arise.

PSE will support and guide in the following areas:

- Coordination between departments
 - Define roles and responsibilities
 - IT
 - Electric
 - Billing
 - Field Crews
 - Procurement
 - Etc.
 - Follow-up and monitor of task list

Example Meter Exchange



- Monitor contract obligations of AMI vendor
- Develop a Project Communications Plan
- Direct weekly scheduled calls
 - With the AMI vendor
 - With the meter install vendor
 - With the BEUD deployment team
- Verify and tracking equipment shipments
 - Monthly meter forecast numbers
 - AMI network equipment
 - Communication equipment
- Reviewing business process improvements and suggest updates accordingly
 - Disconnect for non-pay
 - Voltage complaint
 - High-bill complaint
 - Outage and restoration
 - Other
- Maintaining and updating the BEUD team contact lists for vendors
 - Troubleshooting contacts
 - Project liaisons and managers
 - Billing and Accounting contact
 - Equipment order, placement, and tracking contacts
 - Scheduling and requesting training
- Ongoing training scheduled or budgeted
- Review of ongoing project budgets and forecasts
 - Assure work is completed and review all POs for accuracy
 - PO and invoicing approval, track and monitor project hold back
- Presentations and progress updates
- Contract employee protocol guidelines
- Quality Assurance
- Master task list
- Master issues/complaints/defects and resolution list
- Coordination for any upcoming or remaining integrations

- Coordination between vendors and required and needed
- Monitor internal and external project management support
- Discuss and plan for future reporting and integrations as current systems change
- Advise on project sign-off and closure

The above SOW is included in the pricing below. This is the “all-in” cost for the project. I have also included two additional costs. These costs represent a smaller role from PSE. We will still complete the ISAT and FSAT, contract tracking, etc. However, in the lower cost options BEUD would have more of an administrative role than PSE would have managed. PSE would like to have a call regarding the options to find the right cost/service balance.

Task		Hours	Fees	Person Trips	Estimated Trip Expenses	Total Cost (Labor and Expenses)
AMI and MDM System Implementation						
1	Initiate Project	64	\$ 10,300	1	\$ 1,900	\$ 12,200
2	Oversee and Manage systems integration.	129	19,980	2	3,800	23,780
3	Prepare for ISAT (Initial System Acceptance Test)	258	40,050	1	1,900	41,950
4	Conduct ISAT	82	13,570	1	1,900	15,470
5	Conduct Full Deployment	485	76,700	6	11,400	88,100
6	Conduct FSAT (Final System Acceptance Test)	88	14,400	1	1,900	16,300
Total Phase III (estimated)		1,106	\$ 75,000	12	\$ 22,800	<u>\$ 197,800</u>
Total		1106	\$175,000	12	\$22,800	\$ 197,800

Travel expenses are an estimate only. Only actual expenses would be passed through to BEUD. Travel costs are defined as air, car rental, lodging, meals, fuel for rental cars, and parking tolls, etc. Air travel is at coach fares, hotels are Marriott or Holiday Inn or similar, and a per diem of \$46 will be used for meals. Estimated travel costs are included in the fixed fee and would be considered part of the total project cost.

Please do not hesitate to contact myself or Tom Asp if you have any questions about our qualifications or our experience. I can be reached at kopczykk@powersystem.org, 608-268-3539 (direct line), or 810-923-3276 (mobile). Tom can be reached at aspt@powersystem.org or at 847-922-3978. We look forward to the opportunity to support BEUD.

Sincerely



Kyle Kopczyk
Manager of Utility Automation

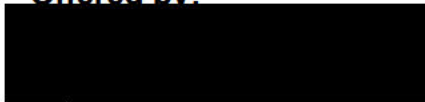
Agreement for Professional Services

Consultant Power System Engineering, Inc. Client: City of Bentonville
Address: 2424 Rimrock Rd, Suite 300 Address: 1000 SW 14th St.
Madison, WI 53713 Bentonville, AR 72712

Date November 28, 2022 Project No. TBD

Project Name and Location: AMI Implementation System Acceptance Testing Support

Offered by:



11/28/2022

Jim Weikert, Vice President

Print name and title

Power System Engineering, Inc.

Name of Consulting Firm

Accepted by:

Signature and Date

Print name and title

City of Bentonville

Name of Client

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH POWER SYSTEM ENGINEERING, INC., IN THE AMOUNT OF ONE HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$197,800.00), FOR OVERSIGHT AND TESTING OF THE NEW ELECTRIC AMI SYSTEM; AND FOR OTHER PURPOSES.

WHEREAS, Power System Engineering will work with the contractor on the installation of the new AMI system, as well as test the system, review invoices, and other aspects of managing the installation; and

WHEREAS, this agreement will be funded through utility fund SCR with the approved repayment plan.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Power System Engineering, in the amount of one hundred ninety-seven thousand eight hundred dollars (\$197,800.00), to provide oversight and testing of the new Electric AMI system;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	District Court
Submitted by	Jennifer Lopez-Jones
Phone	(479) 271-5923

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution approving a budget adjustment in the amount of \$2,000.00, to recognize receipt of a grant from the Arkansas Alternative Dispute Resolution Commission for the Bentonville District Court mediation program.					

Estimated Cost	\$2,000.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
The District Court's Mediation Program is funded by this grant from the Arkansas Alternative Dispute Resolution Commission. There have been no prior costs from this program that the grant has not covered.	





Budget Adjustment Request

Date of City Council Meeting	1/10/2023
Department	District Court
Submitted by	Jennifer Lopez-Jones
Phone	(479) 271-5923

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget adjustment recognizing receipt of a grant from the Arkansas Alternative Dispute Resolution Committee and allocating funds for expenses related to the Bentonville District Court Mediation program.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101210	33411	State Grant	\$ 2,000.00	
101210	43410	Professional Service		\$ 2,000.00
		Totals	\$ 2,000.00	\$ 2,000.00
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



DISTRICT COURT OF BENTON COUNTY, ARKANSAS
BENTONVILLE DIVISION
2706 SOUTH WALTON BLVD.
BENTONVILLE, AR 72712

Ray Bunch
District Court Judge

Court Clerk (479) 271-3120
Fax: (479) 271-3134

Memo

To: City Council, Mayor Orman
From: Jennifer Lopez-Jones
Date: December 1, 2022
Re: City Council approval of a budget adjust of \$2,000, for a mediation program of our Small Claims and/or Civil cases

The Bentonville District Court applied for and was awarded a grant from the Arkansas Alternative Dispute Resolution Committee in the amount of \$2,000 to continue to grow a mediation program primarily targeted for our Small Claims cases but can be used for our Civil cases as well.

This program will allow our clients to have the services of a certified mediator prior to going to trial with their disputes. A mediator often times is able to resolve disputes in a manner that results in a greater sense of satisfaction to both parties despite their original differing opinions. This is a completely voluntary program to which both parties would have to agree.

Should you have any questions regarding this grant and/or program please feel free to call me at 479-271-5923. Alternatively, you may email me at jenniferj@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE ARKANSAS ALTERNATIVE DISPUTE RESOLUTION COMMISSION; RECEIVING TWO THOUSAND DOLLARS (\$2,000.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE GRANT FUNDS IN THAT AMOUNT INTO ACCOUNT #101210-33411, STATE GRANT; APPROPRIATING THE SAME INTO ACCOUNT #101210-43410 PROFESSIONAL SERVICE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville District Court will receive two thousand (\$2,000.00), from the Arkansas Alternative Dispute Resolution Commission to assist with the expenses related to the Bentonville District Court Mediation Program; and

WHEREAS, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Arkansas Alternative Dispute Resolution Commission in which Bentonville District Court will receive two thousand dollars (\$2,000.00) in grant funds;

Section 2: The 2023 Budget is hereby adjusted to recognize said grant funds into Account #101210-33411 State Grant;

Section 3: The 2023 Budget is further adjusted to appropriate said grant funds into Account #101210-43410 Professional Service;

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

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Administration
Submitted by	Debbie Griffin
Phone	(479) 254-2028

Item Type: (Check Applicable Item Type)

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

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

Resolution approving a reassignment of hangar Suite #13 of 2501 SW "I" Street from Hook Em' LLC (Assignor) to KP Air, LLC (Assignee). The Airport Advisory Board recommended approval at the January 5, 2023 meeting.

Estimated Cost	\$0.00
----------------	--------

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



Assignment of Ground Lease Agreement

The assignment of a certain Lease Agreement (the "Assignment") is made this 1 day of November 2022 between Hook 'em LLC (the "Assignor") and KP Air, LLC. (the "Assignee")

Effective November 1, 2022, the assignor assigns his Lease Agreement with Bentonville for property identified as Suite #13 of 2501 SW "I" St. Bentonville, AR 72712 to the Assignee.

The Assignee fully agrees to and accepts all terms and conditions of the Agreement and agrees to honor and adhere to these terms and conditions for the duration of the agreement.

By:  Date: 11-10-22
Tony Rogers, Hook 'em, LLC

B [REDACTED] Date: 11/10/22
Kevin Pate, KP Air, LLC

This assignment is with the recommendation of the Airport Advisory Board and the permission of the City Council of Bentonville, AR, in accordance with the "Assignment" paragraph of the Agreement, attached.

By: _____ Date: _____
Stephanie Orman
Mayor, City of Bentonville

Attest: _____ Date: _____
Kirby Romines, City Clerk

Acknowledgement

State of Arkansas }
 } SS.
County of Benton }

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Kevin, to me well known, who acknowledged himself to be the assignee of KPAir, LLC, the Lessee in the above and forgoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

and official seal this 10 day of November 2015 2022

Notary Public

My Commission Expires: 1/5/2032



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING BENTONVILLE MUNICIPAL AIRPORT HANGAR
GROUND LEASE ASSIGNMENT FOR HANGAR SUITE #13 OF 2501 SW I STREET; AND
FOR OTHER PURPOSES.**

WHEREAS, Tony Rogers, on behalf of Hook 'em, LLC, wishes to assign the Bentonville Municipal Airport Hangar Ground Lease Agreement for hangar suite #13 of 2501 SW I Street, to Kevin Pate, on behalf of KP Air LLC; and

WHEREAS, the Airport Advisory Board recommended approval of this assignment during its regular meeting on January 5, 2023.

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

Section 1: The Mayor and City Clerk are hereby authorized execute the assignment agreement for the Bentonville Municipal Airport Hangar Ground Lease for suite #13 of 2501 SE I Street;

Section 2: This assignment assigns the interest of Tony Rogers, on behalf of Hook 'em, LLC, to Kevin Pate, on behalf of KP Air, LLC;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

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

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

Resolution authorizing the Mayor and City Clerk to enter into an agreement to purchase certain properties to facilitate the construction of SW Bright Road project.

Estimated Cost	\$68,645.95
----------------	-------------

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

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

This agreement will be funded from the 2021 Street Bond Fund.



Memorandum



To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: January 10th, 2023

Re: Resolution – SW Bright Road Property Acquisition

Staff recommends approval of this Resolution to allow the Mayor and Clerk to enter into an agreement for the purchase of certain land for the construction of SW Bright Road.

This is the last parcel that additional Right-Of-Way has been needed and this agreement covers the purchase of the ROW, payment for Temporary Construction Easement (TCE), the payment for permanent Utility Easement, and closing fees. The combined payment is \$68,645.95 and would be funded out of the 2021 Street Bond account.

Please find the attached agreement form that contains exhibit drawings describing the locations of the ROW and Easements.

Thank you for your consideration of this request. Please contact me with any questions or comments by email (dbirge@bentonvillear.com) or phone (479-271-5964).



September 20, 2022

Benton County Sheriff's Office
Police Athletic League
1300 SW 14th St
Bentonville, AR 72712

Re: SW Bright Road
Bentonville
Parcels: 01-16699-00 (partial)

Dear Mr. Sparks:

The City of Bentonville is presenting you with an offer for property rights to be granted to the City of Bentonville for the purpose of constructing the SW Bright Road project.

The total offer of \$67,130.35 and is broken down as follows: \$51,418.50 as just compensation for the Realty to be acquired; \$12,367.25 for Utility Easement; and \$3,344.60 for a Temporary Construction Easement.

Please find attached the Right of Way Dedication Exhibit, Utility Easement Exhibit, and the Temporary Construction (grading) Easement exhibit for your reference.

Should you elect to grant these Rights-of-Way, please execute the forms and return it to us. If you make a final rejection of this offer, and if the City of Bentonville elects to do so, a condemnation suit will be filed for the needed land in the Registry of the Circuit Court of this county.

If you do not elect to convey the easement, you will be entitled to trial by jury by the Circuit Court of the county in which your lands are situated to determine just compensation for the land condemned by the Circuit Court as in any other civil matter.

Sincerely,

Dennis Birge, PE
Transportation Director

LOT 2
COUGHLIN ADDITION
 PLAT BK. 12011, PG. 438-439
 PARCEL # 01-16698-000
 CITY OF BENTONVILLE
 DEED BK. 2011, PG. 52588

LOT 4
COUGHLIN ADDITION
 PLAT BK. 2011, PG. 438-439
 PARCEL # 01-16700-000
 CITY OF BENTONVILLE
 INSTR. L2021796647

LOT 3
COUGHLIN ADDITION

SURVEY 2012-36
 PLAT BK. 2011, PG. 438-439
 PARCEL # 01-16699-000
BENTON COUNTY SHERIFFS OFFICE
POLICE ATHLETIC LEAGUE
 DEED BK. 2011, PG. 52586

Lot Line Table		
Line #	Direction	Length
L1	N35°31'40"E	7.52'
L2	N07°49'22"E	61.41'
L3	N02°08'42"E	58.78'
L4	S88°02'41"E	16.99'

UTILITY EASEMENT
 PER SEPARATE
 DOCUMENT

P.O.B.
 5/8" REBAR
 LS1304

R.A. F. SEMENTALLO, P.O.F. 4-11-11
 L.L.C. INC PER BK. 2014, PG. 7568

SW MAPLE RD.

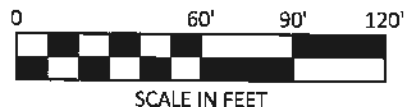
5/8" REBAR
 1304

LOT 2
COUGHLIN ADDITION
 PLAT BK. 12011, PG. 438-439
 PARCEL # 01-16698-000
 CITY OF BENTONVILLE
 DEED BK. 2011, PG. 52583

RW DEDICATION
 PER THIS DOCUMENT
 14,691 SQ. FT±
 or 0.34 AC.±

Legend

- Boundary Line
- - - Easement Line
- Right-of-Way Line
- ◆ Found Monument (As Noted)
- Bearing & Distance Change



NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.



CEI ENGINEERING ASSOCIATES, INC.
 2030 LBJ FREEWAY, SUITE 100
 DALLAS, TX 75224
 PHONE: (972) 752-9472
 FAX: (972) 752-9473
 CORPORATE TRUCKS FROM #10394234

Right-of-Way Dedication Exhibit
Benton County Sheriffs Office
SW Maple Rd.
City of Bentonville, Benton County, Arkansas

Right-of-way Exhibit

SHEET TITLE		SHEET NUMBER
PROFESSIONAL OF RECORD	DGR	
DESIGNER	TLP	1 OF 1
FIELD WORK	N/A	
CEI PROJECT NUMBER	31704	1 OF 1
DATE	6/1/2022	
REVISION	REV-0	

RIGHT OF WAY GRANT

That for and in consideration of Fifty-One Thousand Four Hundred Eighteen Dollars and Fifty Cents (\$51,418.50) and other good and valuable considerations to the undersigned (BCSO Police Athletic League), cash in hand paid, the receipt of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell and convey unto the City of Bentonville, Arkansas, Grantee, their successors and assigns, the right to purchase the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Benton, State of Arkansas, to wit:

PROPERTY DESCRIPTION:

A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 12, Township 19 North, Range 31 West, also being part of Lot 3, Caughlin Addition to the City of Bentonville as recorded in Plat Book 2011, Page 438 in the public records of Benton County, Arkansas, being more particularly described by metes and bounds as follows:

RIGHT OF WAY DESCRIPTION:

BEGINNING at a 5/8" rebar with cap 1304 found at the northeast corner of said Lot 3; **THENCE** along the east line of said Lot 3, South 02°12'01" West, 326.37 feet to a 5/8" rebar with cap 1304 found at the southeast corner of said Lot 3; **THENCE** along the south line of said Lot 3, North 88°25'53" West, 102.06 feet; **THENCE** departing said south line, North 35°31'40" East, 7.52 feet; **THENCE** North 07°49'22" East, 61.41 feet; **THENCE** North 45°41'29" East, 86.21 feet; **THENCE** North 08°37'57" East, 139.58 feet; **THENCE** North 02°08'42" East, 58.78 feet to the north line of said Lot 3; **THENCE** along said north line, South 88°02'41" East, 16.99 feet to the **POINT OF BEGINNING** containing 14,691 square feet or 0.34 acres, more or less.

The City shall have the irrevocable right to exercise the "Contract to Sell" at any time within ninety (90) days from date; and it is agreed that if within the time above specified, the said City shall declare its intention to exercise this "Contract to Sell" including the right to purchase said land, the Grantor(s) will execute and sign a General Warranty Deed when presented by the City and receive payment of the stated "Payment Due" from the said City, less any amount that may be found due and payable to any mortgagee. It is expressly understood that the said City shall not be obligated further unless stated herein to wit: It is understood and agreed that closing costs will not accrue to

the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the City of Bentonville, Arkansas. Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

TO HAVE AND TO HOLD the above described right of way unto said grantees, its successors and assigns, forever or until said right of way is finally abandoned.

Grantor also agrees to forever warrant and defend the above described right of way unto said grantees against all legal claims.

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto
set this 6 day of December, 2022



Authorized Agent

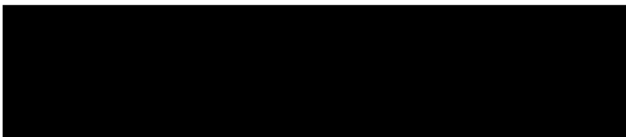
Authorized Agent

ACKNOWLEDGEMENT

STATE OF ARKANSAS }
COUNTY OF BENTON }

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Chris Spivey, to me well known as the person or persons who executed the foregoing easement grant, and that had executed the same for consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 6th day of December, 20 22.



Notary Public

My Commission Expires: _____

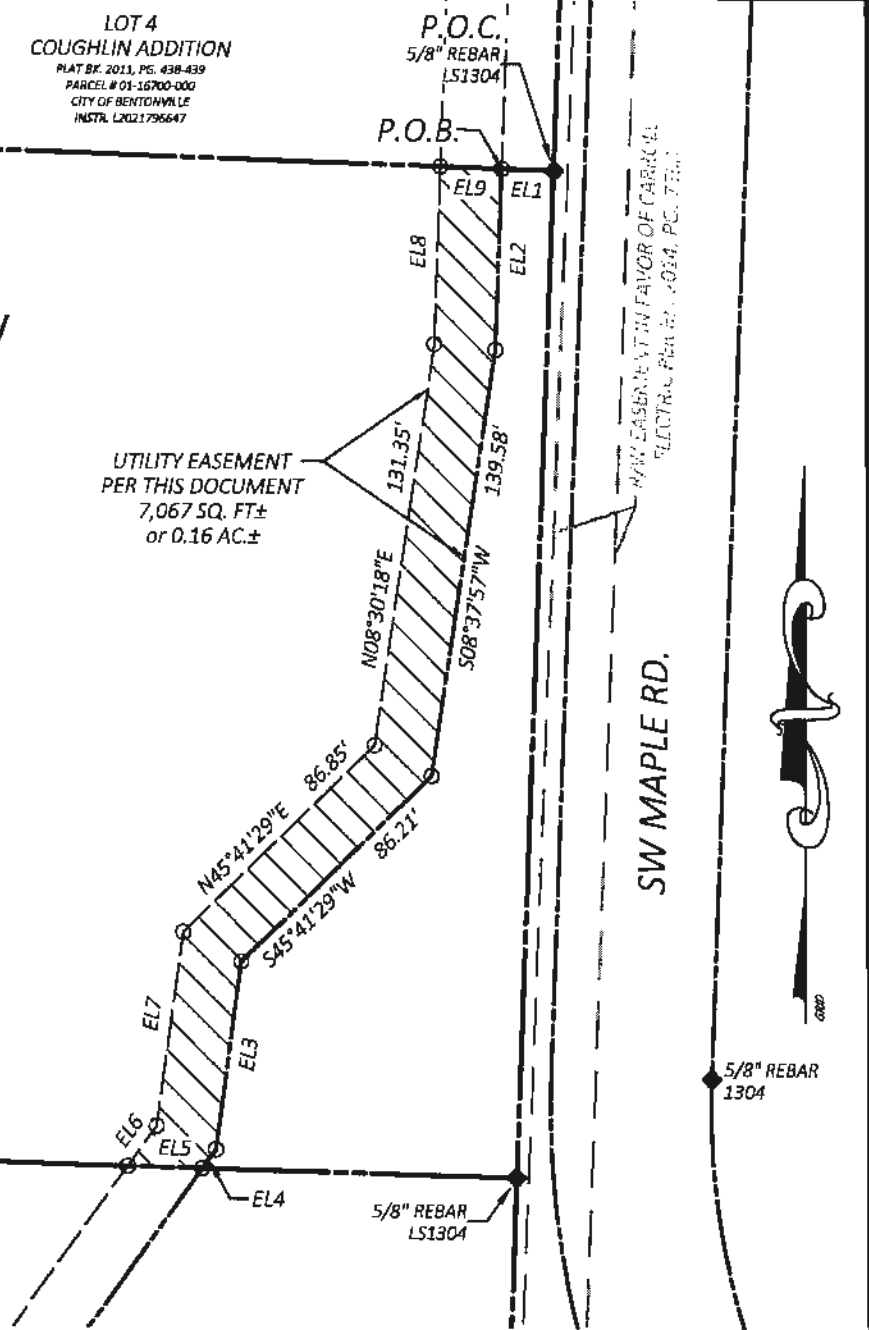
LOT 4
COUGHLIN ADDITION
PLAT BK. 2011, PG. 438-439
PARCEL # 01-16700-000
CITY OF BENTONVILLE
INSTR. L2012.1795647

LOT 3 COUGHLIN ADDITION

SURVEY 2012-36
PLAT BK. 2011, PG. 438-439
PARCEL # 01-16699-000
BENTON COUNTY SHERIFFS OFFICE
POLICE ATHLETIC LEAGUE
DEED BK. 2011, PG. 52586

Easement Line Table		
LINE	BEARING	DISTANCE
EL1	N88°02'41"W	16.99'
EL2	S02°08'42"W	58.78'
EL3	S07°49'22"W	61.41'
EL4	S35°31'40"W	7.52'
EL5	N88°25'53"W	24.11'
EL6	N35°31'40"E	16.06'
EL7	N07°49'22"E	63.34'
EL8	N02°08'42"E	57.58'
EL9	S88°02'41"E	20.00'

UTILITY EASEMENT
PER THIS DOCUMENT
7,067 SQ. FT.±
or 0.16 AC.±



Legend

- Boundary Line
- Easement Line
- Temporary Grading Easement Line
- Right-of-Way Line
- Found Monument (As Noted)
- Bearing & Distance Change

NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.



CEI ENGINEERING ASSOCIATES, INC.
1000 N. WILSON AVE.
BENTONVILLE, AR 72712
PHONE (479) 273-4472
FAX (479) 273-4473
CORPORATE TRUCKS TRAILER FLOOR 100
3000 LEE FREEMAN SUITE 100
DALLAS, TX 75234
PHONE (214) 343-1111
FAX (214) 343-1112
BRANCH TRUCKS TRAILER FLOOR 100

Utility Easement Exhibit
Benton County Sheriffs Office
SW Maple Rd.
City of Bentonville, Benton County, Arkansas

Utility Easement Exhibit

SHEET TITLE

PROFESSIONAL OF RECORD	DGR	SHEET NUMBER
DESIGNER	TJP	
FIELD WORK	N/A	
CEI PROJECT NUMBER	31704	
DATE	6/1/2012	
REVISION	REV-0	

1 OF 1

UTILITY EASEMENT

That for and in consideration of Twelve Thousand Three Hundred Sixty-Seven Dollars and Twenty-Five Cents (\$12,367.25) and other good and valuable considerations to the undersigned (BeSO Pelita Arthur Leque / C. Davis), cash in hand paid, the receipt of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell and convey unto the City of Bentonville, Arkansas, Grantee, their successors and assigns, a permanent easement to lay, construct, remove, relay, enlarge, maintain, inspect, repair and operate all municipally owned and franchised/permitted utilities including but not limited to water, sewer, drainage, electric and other utilities, and appurtenances thereto, with right of ingress and egress to and from the same, on over, across and under the following described real estate to-wit:

PROPERTY DESCRIPTION:

A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 12, Township 19 North, Range 31 West, also being part of Lot 3, Caughlin Addition to the City of Bentonville as recorded in Plat Book 2011, Page 438 in the public records of Benton County, Arkansas, being more particularly described by metes and bounds as follows:

RIGHT OF WAY DESCRIPTION:

COMMENCING at a 5/8" rebar with cap 1304 found at the northeast corner of said Lot 3; **THENCE** along the north line of said Lot 3, North 88°02'41" West 16.99 feet to the **POINT OF BEGINNING**; **THENCE** departing said north line, South 02°08'42" West, 58.78 feet; **THENCE** South 08°37'57" West, 139.58 feet; **THENCE** South 45°41'29" West, 86.21 feet; **THENCE** South 07°49'22" West, 61.41 feet; **THENCE** South 35°31'40" West, 7.52 feet to the south line of said Lot 3; **THENCE** along said south line, North 88°25'53" West, 24.11 feet; **THENCE** departing said south line, North 35°31'40" East, 16.06 feet; **THENCE** North 07°49'22" East, 63.34 feet; **THENCE** North 45°41'29" East, 86.85 feet; **THENCE** North 08°30'18" East, 131.35 feet; **THENCE** North 02°08'42" East, 57.58 feet to the aforementioned north line of Lot 3; **THENCE** along said north line, South 88°02'41" East, 20.00 feet to the **POINT OF BEGINNING** containing 7,067 square feet or 0.16 acres, more or less.

Grantees shall have and are hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities or such additional facilities, lines, and

appurtenances as may be required in the future, and maintaining, and removing said lines and appurtenances. Grantees shall have and are hereby granted the further right at all time to remove from said lands all crops. Vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of the Grantees, restricts access, constitutes a hazard, or endangers the safety and/or the reliability of said lines, or their appurtenances and/or the public, and/or for the purpose of installing additional facilities.

The Grantor or his successors shall not cause to be constructed any buildings, structures or other improvement (other than fences, driveways, and paved parking areas) within the above described easement, and no trees shall be planted by Grantor or his successors on said easement. Grantor or his successors shall not be entitled to any compensation for fences, growing crops, structures which may be removed or disturbed within this permanent easement by virtue of Grantees' exercise of the rights under this agreement.

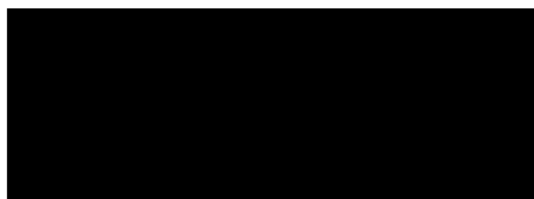
Grantees agree to repair any damage to Grantor's driveways, sidewalks, parking areas, lawn or pastures that result from the exercise of rights and privileges contained within the easement and right of way described herein. Said damage to driveways, sidewalks, parking areas, lawn or pastures shall be restored by Grantees as close as is reasonable to the original condition.

It is further understood that Grantee's easement shall be exclusive and the Grantor or his successors shall convey no parallel rights to any person, utility or corporation on, across or under said right of way without the written permission of Grantees.

TO HAVE AND TO HOLD the above described easement and right unto said grantees, its successors and assigns, forever or until said right of way if finally abandoned.

Grantor also agrees to forever warrant and defend the above described easement and right of way unto said grantees against all legal claims.

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto
set this 6 day of December, 20 22

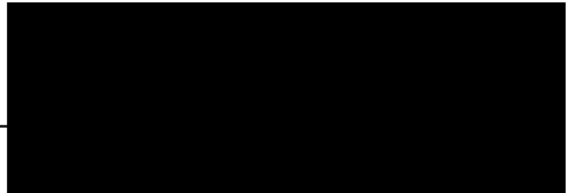


ACKNOWLEDGEMENT

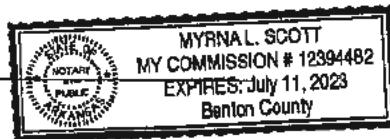
STATE OF ARKANSAS }
COUNTY OF BENTON }

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Chris Spady, to me well known as the person or persons who executed the foregoing easement grant, and that had executed the same for consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 6th day of December, 2022.



My Commission Expires: _____



TEMPORARY CONSTRUCTION EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT I, , Benton County Sheriff's Office Police Athletic League, hereinafter called GRANTOR, for and in consideration of the sum of three thousand three hundred forty-four and 60/100 Dollars, (\$3,344.60) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT and CONVEY unto the City of Bentonville, Arkansas, a municipal corporation, hereinafter called GRANTEE, a temporary construction easement, for the construction of the Greenway Trail to be constructed as part of the 28th Street Park project, on the following described land situated in the County of Benton, State of Arkansas, to-wit:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION: TGE 31704

A Temporary Construction Easement (TCE) across part of Lot 3 for the Coughlin Addition to the City of Bentonville, according to Deed Book 2011, Page 52586 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

COMMENCING at the northwest corner of said Lot 3;
THENCE along the west property line of said Lot 3, South 03°25'19" West, 144.97 feet to the POINT OF BEGINNING;
THENCE departing said west property line, South 86°34'41" East, 71.02 feet;
THENCE South 03°25'19" West, 134.55 feet;
THENCE North 86°34'41" West, 71.02 feet to said west property line;
THENCE along said west property line, North 03°25'19" East, 134.55 feet to the POINT OF BEGINNING containing 9,556 square feet or 0.22 acres, more or less.

The temporary construction easement as conditioned above shall terminate when the herein referenced project has been completed by the contractor and accepted by the City of Bentonville, Arkansas.

It is expressly understood that the above temporary construction shall exclude any permanent structure presently located within said temporary construction easement area.

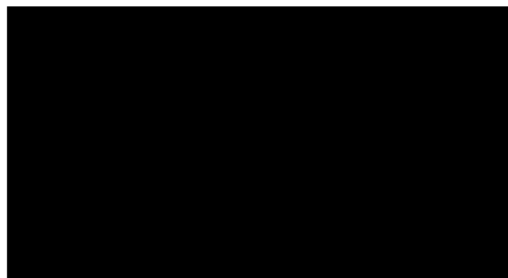
Grantee agrees to repair any damage to Grantor's driveways, sidewalks, parking areas, fences, lawn or pastures that result from the exercise of rights and privileges contained within the temporary construction easement described herein. Said damages to driveways, sidewalks, parking areas, fences, lawn or pastures shall be restored by Grantees as close as is reasonable to the original condition.

EXHIBIT B
SPECIAL CONSIDERATION

Job SW Bright Road
Owner Benton County Sheriff's Office Police Athletic League
Parcel Address SW Maple Rd, Bentonville, AR
Parcel # 01-16699-00
Tract # Lot 3 Coughlin Addition

The city or it's Contractor or Subcontractor agree to perform the following:

Construct a driveway curb cut with driveway apron extending to the Right of Way limits during the construction of the SW Bright Road project. The driveway will be located toward the north end of the property and at approximately Station 23+75 Left.



December 6, 2022

Date

Property Owner

Date



11/2/2022

Dennis Birge, PE
Transportation Director
City of Bentonville

Date

WITNESS the execution hereof on this the _____ day of _____ 2021.

BY: ITS: BY: ITS:

ACKNOWLEDGEMENT

STATE OF ARKANSAS)

COUNTY OF BENTON)

BE IT REMEMBERED, that on this date, before me a Notary Public within and for said County and State, duly commissioned and acting, personally appeared

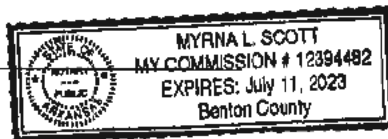
Chris Sparks, to me well known as the persons who executed the same for consideration and purpose therein mentioned and set forth.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, this 1st day of December, 2021.



Notary Public

My Commission Expires: _____



**CITY OF BENTONVILLE ARKANSAS
COMPENSATION ESTIMATE**

Job Number: SW Bright RD
Location: Parcel #01-16699-00

County: Benton

Tract: Lot 3

Fee Owner: Benton County Sheriff's Office Police Athletic League
Address: 1300 SW 14th St, Bentonville, AR 72712
Telephone:

Physical Address of property: SW Maple Rd. Bentonville, AR

Area of Whole:		Permanent Easement(S):	
Area of Remainder:		Temporary Easement(S):	
Area of Acquisition:			

COMPENSATION:

Fee Title: 14,691SF @ \$3.50/SF \$51,418.50

Temporary Easement: 9,556± SF X \$0.35/SF X 10% @ 1 year \$3,344.60

Permanent Easement(S): 7,067 SF of U.E. \$12,367.25

Improvements Acquired: N/A \$

Subtotal: \$67,130.35

Cost to Cure Items: N/A \$

SIGNS: N/A \$

Estimate of Total Compensation: \$67,130.35



PREPARED BY: Dennis Birge
City of Bentonville

ADMINISTRATIVE APPROVAL

DATE: _____

DATE: _____

COMMENTS: The price per square foot of the Temporary Construction Easement is considered a rental value during the estimated Construction time. The projected construction time is estimated by Construction Engineer to be 1 year: **LAND VALUE X SF X 10% X 1 year**

Any known improvements, at this date, on the property are believed to be unaffected by the Easements. If so, they will be addressed by the City of Bentonville.

L. Settlement Charges						
700. Total Sales/Broker's Commission based on price		\$67,130.35	@ % =	\$0.00	Paid From	Paid From
Division of Commission (line 700) as follows:					Borrower's Funds at Settlement	Seller's Funds at Settlement
701.	to					
702.	to					
703. Commission Paid at Settlement					\$0.00	\$0.00
800. Items Payable in Connection with Loan						
801.	Loan Origination Fee	%	to			
802.	Loan Discount	%	to			
803.	Appraisal Fee		to			
804.	Credit Report		to			
805.	Lender's Inspection Fee		to			
806.	Mortgage Insurance Application		to			
807.	Assumption Fee		to			
900. Items Required by Lender To Be Paid in Advance						
901.	Interest from	1/27/2023	to	2/1/2023 @ \$0/day		
902.	Mortgage Insurance Premium for	months	to			
903.	Hazard Insurance Premium for	years	to			
1000. Reserves Deposited With Lender						
1001.	Hazard insurance		months @	per month		
1002.	Mortgage insurance		months @	per month		
1003.	Special Improvement Taxes		months @	per month		
1004.	County property taxes		months @	\$105.99 per month		
1005.	Assessment Taxes		months @	per month		
1006.	School property taxes		months @	per month		
1007.	HOA/POA Dues		months @	per month		
1008.	Rental Prorations		months @	per month		
1011.	Aggregate Adjustment					
1100. Title Charges						
1101.	Closing Fee		to	City Title & Closing LLC - Closing Fees	\$750.00	
1102.	Title Services Fee		to	City Title & Closing LLC - Title Services	\$400.00	
1103.	FedEx		to			
1104.	Wire		to			
1105.	Document preparation		to	Blake P. Hanby, PLLC	\$130.00	
1106.	Reissue Credit if Available		to	City Title & Closing LLC - Title Premiums		
1107.	CPL		to	Fidelity ICL/CPL Fee		
(includes above items numbers:)						
1108.	Title insurance		to	City Title & Closing LLC - Title Premiums	\$200.20	
(includes above items numbers:)						
1109.	Lender's coverage			\$0.00/\$0.00 .		
1110.	Owner's coverage			\$51,418.50/\$200.20		
1200. Government Recording and Transfer Charges						
1201.	Recording Fees	Deed \$30.00 ; Mortgage ; Rel		to Circuit Clerk Transfer	\$30.00	
1202.	City/County Transfer Fees	Deed ; Mortgage		to		
1203.	State Transfer Fees	Deed ; Mortgage		to Department of Finance & Administration		
1204.	Tax certificates		to			
1205.	E- File Docs		to	EPN	\$16.00	
1206.	Record ROW		to	Circuit Clerk Transfer	\$25.00	
1207.	Record Utility Easement		to	Circuit Clerk Transfer	\$25.00	
1208.	Warranty Deed - Coughlin to City		to	Circuit Clerk Transfer	\$30.00	
1300. Additional Settlement Charges						
1301.	Survey		to			
1302.	Pest Inspection/Termite		to			
1303.	2022 Est. Property Tax (01-16699-000)		to	Benton County Tax Collector		\$1,165.90
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$1,606.20	\$1,165.90

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

The City of Bentonville, Arkansas, a municipal corporation

Benton County Sheriffs Office Police Athletic League

By Stephanie Orman

By

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent	Date
Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.	

Previous Editions are Obsolete

Page 2

form **HUD-1** (3/86)
Handbook 4305.2

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF CERTAIN PROPERTIES, IN AN AMOUNT NOT TO EXCEED SIXTY-EIGHT THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS AND NINETY-FIVE CENTS (\$68,645.95); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires property acquisition for the last additional Right-Of-Way parcel, on the SW Bright Road Project;

WHEREAS, this agreement covers the purchase of the Right-Of-Way, payments for the Temporary Construction Easement, Permanent Utility Easement, and closing fees; and

WHEREAS, this agreement will be paid using the 2021 Street Bond Fund.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement for the purchase of certain properties to facilitate the construction related to the SW Bright Road Project, in an amount not to exceed sixty-eight thousand six hundred forty-five dollars and ninety-five cents (\$68,645.95);

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 _____, 2023.

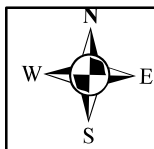
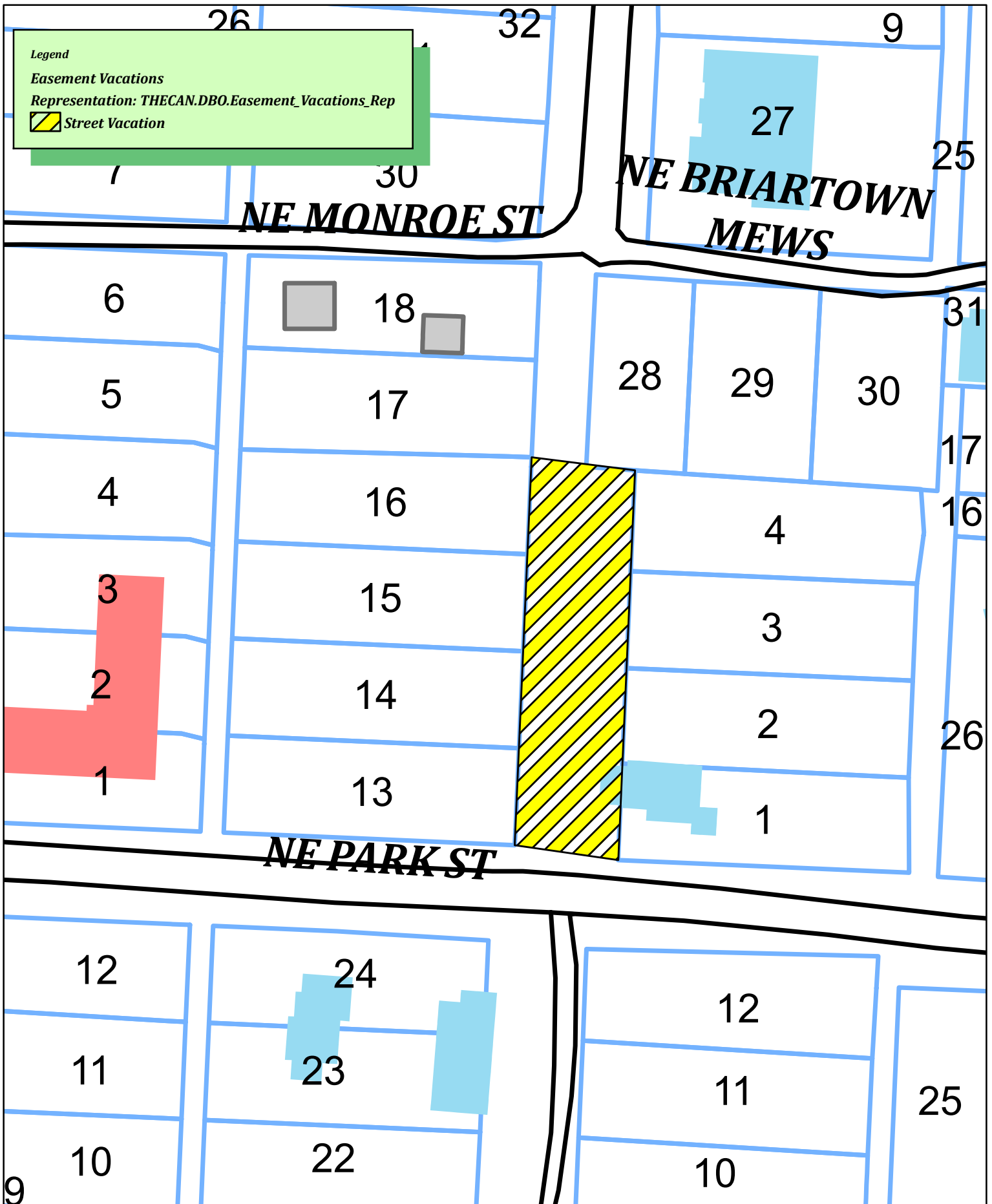
APPROVED:

MAYOR

ATTEST:

CITY CLERK





Proposed Street Vacation
FACISZEWSKI, JARED & SONIA



ORDINANCE NO _____

**AN ORDINANCE VACATING RIGHT OF WAY LOCATED AT LOTS 1-4,
BLOCK 10 AND LOTS 13-16, BLOCK 6 OF W.A. BURKS ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0026).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Jared Faciszewski asking the City Council to vacate right of way easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Part of a 50' Platted Street Right-of-Way which is located the West side of Lots 1, 2, 3, 4 Block 10 and on the East side of Lots 13, 14, 15, 16 Block 6, lying inside WA Burks Addition, and filed for record on Plat Record Book 'A', Page 81 and 119, and filed for record in the Benton County Clerk's Office, Benton County, Arkansas and more particularly described as follows:

Beginning at the Southwest Corner of Lot 1 Block 10 WA Burks Addition.

Thence North to the Northwest Corner of Lot 4 Block 10 WA Burks Addition;
Thence West to the Northeast Corner of Lot 16 Block 6 WA Burks Addition;
Thence South to the Southeast Corner of Lot 13 Block 6 WA Burks Addition;
Thence East to the Southwest Corner of Lot 1 Block 10 WA Burks Addition.

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

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

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

Part of a 50' Platted Street Right-of-Way which is located the West side of Lots 1, 2, 3, 4 Block 10 and on the East side of Lots 13, 14, 15, 16 Block 6, lying inside WA Burks Addition, and filed for record on Plat Record Book 'A', Page 81 and 119, and filed for record in the Benton County Clerk's Office, Benton County, Arkansas and more particularly described as follows:

Beginning at the Southwest Corner of Lot 1 Block 10 WA Burks Addition.

Thence North to the Northwest Corner of Lot 4 Block 10 WA Burks Addition;
Thence West to the Northeast Corner of Lot 16 Block 6 WA Burks Addition;

Thence South to the Southeast Corner of Lot 13 Block 6 WA Burks Addition;
Thence East to the Southwest Corner of Lot 1 Block 10 WA Burks Addition.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the ____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas

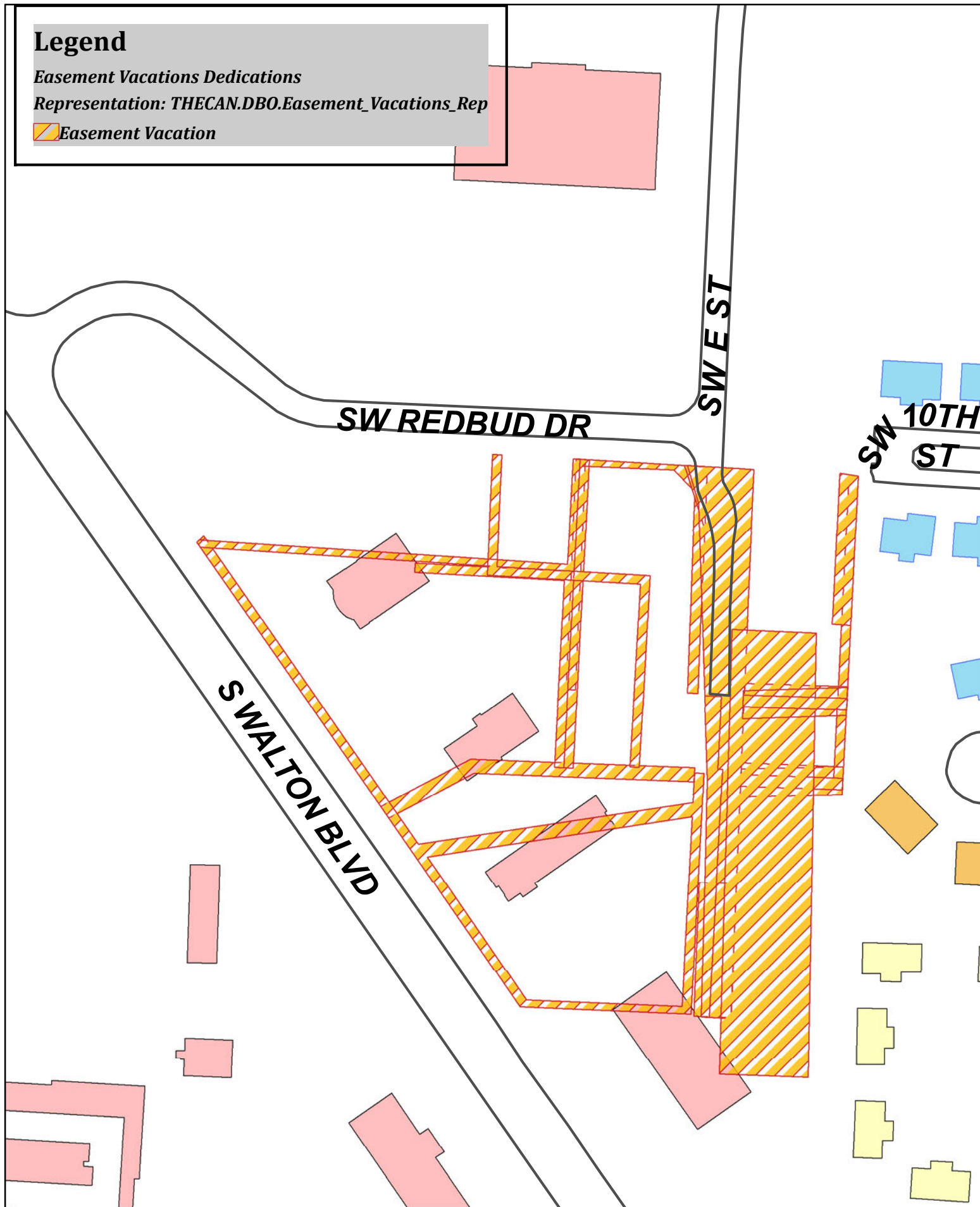


Legend

Easement Vacations Dedications

Representation: THECAN.DBO.Easement_Vacations_Rep

 Easement Vacation



VAC22-0027
Proposed Easement Vacations
176

1 inch = 130 feet



RESOLUTION NO. _____**IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:**

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by HFA Engineering requesting multiple right of way, utility and drainage easements vacations (VAC22-0027) within the City of Bentonville, Arkansas be vacated, which said utility easements is described as follows:

From Easement Vacation Exhibit: 10' UE PER 14-279 (1)

Legal Description (derived from plat):

10' UTILITY EASEMENT; said utility easement being off a northerly portion of the southwest side of Lot 25 per this plat of Lot 25, Redbud 2 Addition to the City of Bentonville, recorded in plat book 14 at page 279 in the land records of Benton County.

From Easement Vacation Exhibit: 10' UE PER 14-279 (2)

Legal Description (derived from plat):

10' UTILITY EASEMENT; said utility easement being off a southerly portion of the southwest side of Lot 25 per this plat of Lot 25, Redbud 2 Addition to the City of Bentonville, recorded in plat book 14 at page 279 in the land records of Benton County.

From Easement Vacation Exhibit: 10' UE PER 14-279 (3)

Legal Description (derived from plat):

10' UTILITY EASEMENT; said utility easement being off the east side of the southerly portion of Lot 25 per this plat of Lot 25, Redbud 2 Addition to the City of Bentonville, recorded in plat book 14 at page 279 in the land records of Benton County.

From Easement Vacation Exhibit: 10' UE PER 14-279 (4)

Legal Description (derived from plat):

10' UTILITY EASEMENT; said utility easement being off the north and east sides of a northeasterly portion of Lot 25 per this plat of Lot 25, Redbud 2 Addition to the City of Bentonville, recorded in plat book 14 at page 279 in the land records of Benton County.

From Easement Vacation Exhibit: 15' UE PER 14-279

Legal Description (derived from plat):

15' UTILITY EASEMENT; said utility easement being across the southerly portion of Lot 25 per this plat of Lot 25, Redbud 2 Addition to the City of Bentonville, recorded in plat book 14 at page 279 in the land records of Benton County.

From Easement Vacation Exhibit: 7.5' UE PER 14-279

Legal Description (derived from plat):

7.5' UTILITY EASEMENT; said utility easement being off the south side of Lot 25 per this plat of Lot 25, Redbud 2 Addition to the City of Bentonville, recorded in plat book 14 at page 279 in the land records of Benton County.

From Easement Vacation Exhibit: 10' GAS EASEMENT PER 403-160

Legal Description:

The right of way and easement 10 feet in width, to construct, maintain, repair, lay, remove, relay and operate pipe lines and appurtenances thereto, on, over, across, through and under the hereinafter described lands, the center line of which right of way and easement shall be the first pipe line laid by Grantee as it now presently exists or as it shall hereafter be laid in lands situated in Benton County, State of Arkansas, to-wit:

To construct a 2" natural gas line across the back 10' of lots 1 thru 24 in the Red Bud Addition to the City of Bentonville.

From Easement Vacation Exhibit: 12.5' DRAINAGE, WATER, AND SEWER EASEMENT PER 526-266

Legal Description:

A 12.5 foot strip of land lying directly South and parallel to the South line of Lot 23, Redbud Addition for the purpose of installation and maintenance of water and sewer lines and the continuing maintenance of drainage ditch in this area.

From Easement Vacation Exhibit: 15' R/W FOR WATER LINE PER 526-267

Legal Description:

A 15' strip of land lying South and parallel to the following described line: Beginning at the SE corner of Lot 24, Redbud Addition to the City of Bentonville, Arkansas; thence West 240 feet; thence S 60°W 105 feet more or less to the East R/W of U.S. Highway #71.

From Easement Vacation Exhibit: 12.5' DRAINAGE, WATER, AND SEWER EASEMENT PER 526-270

Legal Description:

A strip of land 12.5 feet of equal and uniform width off the South side of Lot 23, Redbud Addition to the City of Bentonville, Arkansas.

From Easement Vacation Exhibit: 20' DE PER 564-730

Legal Description:

A right of way 20 feet in width, the same being a strip of equal and uniform width parallel and contiguous to the east line of the Grantor's property in Redbud Addition, said property being described as Lot 13, Redbud Addition as shown in Plat Book A at page 222.

From Easement Vacation Exhibit: R/W PER 2003-284 (1)

Legal Description (derived from plat):

R.O.W. (0.019 acres±) To Be Dedicated per this Plat; said right of way dedication being off the northeast corner of Lot 6 per this plat of Bentonville Plaza Addition to the City of Bentonville, recorded in plat book 2003 at page 284 in the land records of Benton County.

From Easement Vacation Exhibit: R/W PER 2003-284 (2)

Legal Description (derived from plat):

40' R.O.W. (0.132 acres±) To Be Dedicated per this Plat; said right of way dedication being off the west side of Lot 5 per this plat of Bentonville Plaza Addition to the City of Bentonville, recorded in plat book 2003 at page 284 in the land records of Benton County.

From Easement Vacation Exhibit: UE PER 2003-284 (1)

Legal Description (derived from plat):

UTILITY EASEMENT PER THIS PLAT; said utility easement being off the north side of Lot 6 per this plat of Bentonville Plaza Addition to the City of Bentonville, recorded in plat book 2003 at page 284 in the land records of Benton County.

From Easement Vacation Exhibit: UE PER 2003-284 (2)

Legal Description (derived from plat):

UTILITY EASEMENT PER THIS PLAT; said utility easement being off the east side of Lot 6 per this plat of Bentonville Plaza Addition to the City of Bentonville, recorded in plat book 2003 at page 284 in the land records of Benton County.

From Easement Vacation Exhibit: 30' UE PER 2003-284

Legal Description (derived from plat):

UTILITY EASEMENT PER THIS PLAT; said 30'-foot-wide utility easement being across Lot 5 per this plat of Bentonville Plaza Addition to the City of Bentonville, recorded in plat book 2003 at page 284 in the land records of Benton County.

From Easement Vacation Exhibit: UE PER 2005-211 (1)

Legal Description (derived from plat):

Utility Easement (By This Plat); said utility easement being through the center of a portion of Lot 7 per this plat of Property Line Adjustment-Lot 7 of Bentonville Plaza Addition to the City of Bentonville, recorded in plat book 2005 at page 211 in the land records of Benton County.

From Easement Vacation Exhibit: UE PER 2005-211 (2)

Legal Description (derived from plat):

Off Site Utility Easement (By Separate Dedication) 0.10 Ac.±; said utility easement being off the west side of a southwesterly portion of Lot 7 per this plat of Property Line Adjustment-Lot 7 of Bentonville Plaza Addition to the City of Bentonville, recorded in plat book 2005 at page 211 in the land records of Benton County.

From Easement Vacation Exhibit: 7.5' TELEPHONE EASEMENT PER H-170 AS SHOWN ON 2011-294

Legal Description (derived from plat 2011-294 because plat H-170 cannot be located):

7.5' Telephone Easement Per Plat Book H, Page 170 as shown on ALTA/ACSM Land Title Survey recorded in plat book 2011 at page 294 in the land records of Benton County.

From Easement Vacation Exhibit: DE PER 2016-9229

Legal Description:

A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE ABOVE SAID SECTION 31; THENCE S02°26'30"W 174.24 FEET; THENCE N87°33'30"W 24.54 FEET TO THE POINT OF BEGINNING; THENCE N87°02'04"W 95.29 FEET; THENCE N02°25'02"E 476.72 FEET; THENCE S86°47'16"E 90.28 FEET; THENCE S01°48'49"W 476.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 44,211.36 SQUARE FEET OR 1.01 ACRES MORE OR LESS.

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

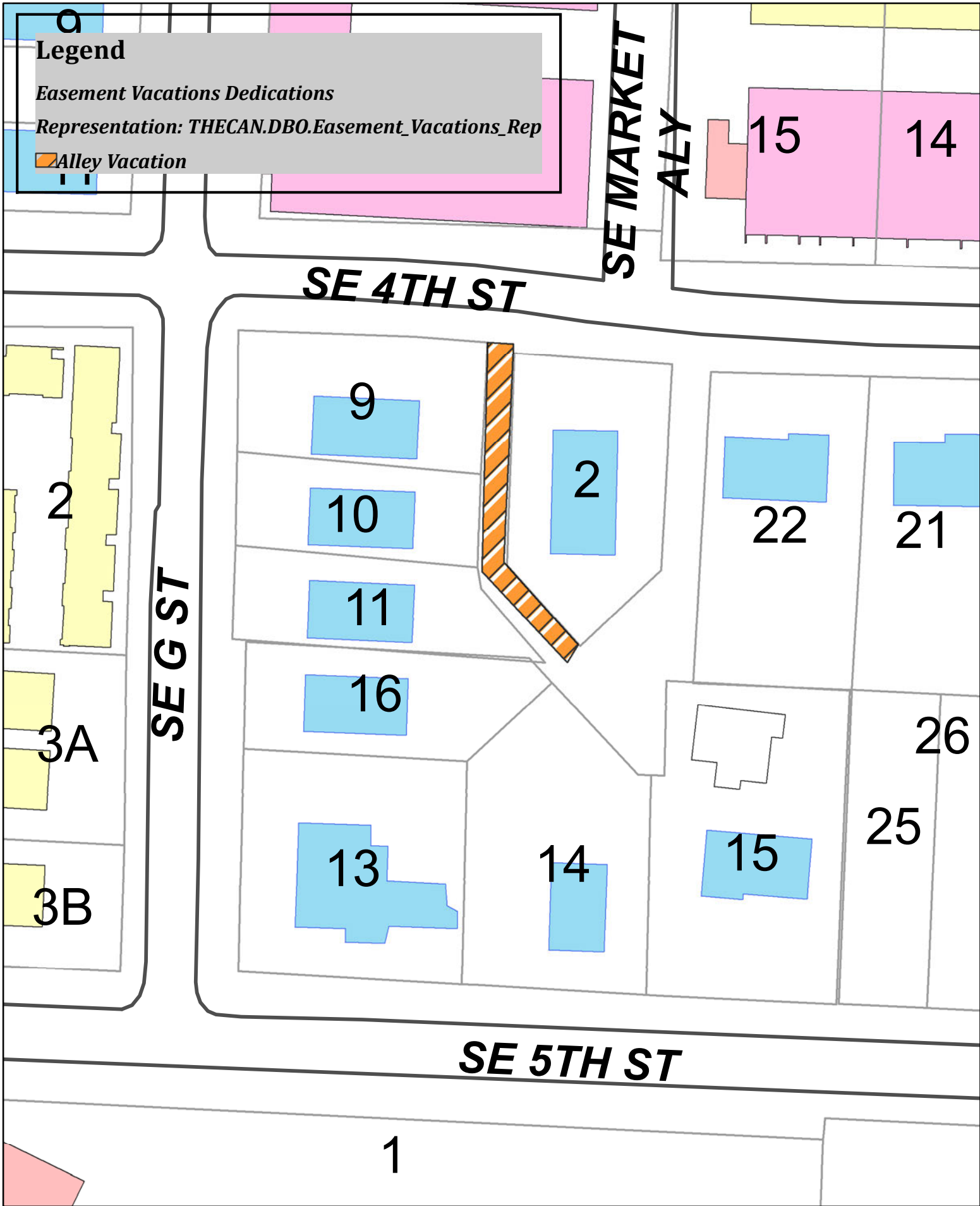
NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easements is set for a hearing on January 24, 2023 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
Bentonville, Arkansas





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Will Kellstrom requesting Alley Right-of-Way Vacation (VAC22-0028) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

Commencing at the Northwest Corner of Lot 9, Block 3, Young Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record G. at Page 165, said Point of Commencement being a found iron pin as shown on Plat Record P2-777; thence South 86°36'58" East a distance of 100.01 feet to a found iron pin as shown on Plat Record P2-777, said iron pin being the POINT OF BEGINNING; thence along the East line of said Plat South 1°25'24" West a distance of 108.87 feet to a point; thence South 43°07'03" East a distance of 59.20 feet to a found iron pin; thence North 31°35'20" East a distance of 9.89 feet to a found iron pin, said pin being the Southernmost corner of Lot 2, Block 3, Young's Addition; thence North 41°53'19" West a distance of 52.81 feet to a found iron pin; thence North 02°33'10" East a distance of 103.70 feet to a found iron pin; thence North 86°41'28" West a distance of 12.32 feet to the POINT OF BEGINNING.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing January 24, 2023 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the ____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Public Works Maintenance
Submitted by	Bart Mahony
Phone	479-271-5945

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 Clark Equipment Co. DBA Bobcat of NWA and waive competitive bidding to purchase a currently leased 2020 New Holland B95C Backhoe for \$88,250.00.					

Estimated Cost	\$88,250.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Waiver of Bid Request

Date of City Council Meeting	1/10/2023
Department	Public Works Maintenance
Submitted by	Bart Mahony
Phone	479-271-5945

Vendor	CLARK EQUIPMENT CO. DBA BOBCAT NWA
Total Cost	\$88,250.00

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Purchase 2020 New Holland B95C Backhoe.

Justification *(Enter justification in space below):*

Council approved a 24 month lease with Clark Equipment DBA Bobcat NWA for a 2020 New Holland B95C on 4/1/2021. Because Public Works Maintenance is purchasing the backhoe that is currently leased by the department competitive bidding is not practical. This is a 2023 budgeted item.





MEMO

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN
FROM: BART MAHONY - PUBLIC WORKS MAINTENANCE MANAGER
SUBJECT: BID AWARD TO CLARK EQUIPMENT CO. DBA BOBCAT NWA
DATE: 1/10/2023
CC: MIKE BENDER

Ordinance to enter into an agreement with Clark Equipment Co. DBA Bobcat of NWA and waive competitive bidding to purchase a currently leased 2020 New Holland B95C Backhoe for \$88,250.00. City Council approved a 24-month lease for the above backhoe on 4/1/2021, this unit was delivered on 6/1/2021.

Public Works Maintenance is shifting from leasing to purchasing a backhoe because a new comparable lease for a 2023 model backhoe will increase 60% and will exceed the purchase price of our leased backhoe within three years.

Additionally, we have the opportunity to purchase this backhoe based on a 2020 pre-inflation dealer price, this will save the city over \$35,000 when compared to purchasing a 2023 model. This unit has been well maintained and has very low hours (345hrs).

Public Works Maintenance is responsible for the city's cemetery, including but not limited to, opening/closing graves, filling in low areas of graves that have settled, moving/resetting head stones and moving vaults to gravesites. Additionally, this backhoe assists in landscape projects and the planting of new or replacement trees.

Thank you for your consideration of this request.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF A 2020 NEW HOLLAND BACKHOE FOR THE BENTONVILLE PUBLIC WORKS MAINTENANCE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED EIGHTY-EIGHT THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$88,250.00) PLUS APPLICABLE TAXES, WITH CLARK EQUIPMENT, D/B/A BOBCAT NWA, FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Works Department requires a backhoe for day to day operations;

WHEREAS, because the 2020 New Holland backhoe to be purchased is currently on lease with the City of Bentonville from Clark Equipment, D/B/A Bobcat NWA, and can therefore be purchased from the company at a lower price, bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Clark Equipment, D/B/A Bobcat NWA, for the purchase of a 2020 New Holland backhoe for the Bentonville Public Works Maintenance Department, in an amount not to exceed eighty-eight thousand two hundred fifty dollars (\$88,250.00) plus applicable taxes;

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of a 2020 New Holland Backhoe for the Bentonville Public Works Department.

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

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

Attest:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Parks and Recreation
Submitted by	David Wright
Phone	479-271-6813

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

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

City Council approval of Mayor Orman's recommendation to appoint Jon Terlouw to the Parks and Recreation Advisory Board and the reappointment of Ashton Alsup and Eileen Patrick for their terms. Terms will expire December 2025.

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

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



www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council Members and Mayor Orman

From: David Wright, Parks and Recreation Director

Date: December 20, 2022

Re: City Council approval of Mayor Orman's recommendation to reappoint Ashton Alsup and Eileen Patrick and appoint Jon Terlouw to the 2023 Parks and Recreation Advisory Board

Parks and Recreation Staff seeks approval of the appointment of one new member, as well as the reappointment of two current members to the Parks and Recreation Advisory Board (PRAB). The PRAB is comprised of nine (9) members and one (1) City Council Member. PRAB member terms are three years in length and members can serve two (2) consecutive terms.

In September, staff began advertising openings for this position on the board. During the six-week advertising period, a total of 22 residents applied for the vacant position.

A committee was created to interview potential new candidates. After interviewing the selected candidates, I forwarded recommendations to the mayor for her appointment. Ashton Alsup and Eileen Patrick were selected to return to the board and serve their second term beginning in 2023. Jon Terlouw will replace Craig Gilbert as Craig's second term expired in December 2022.

Terlouw's first term will expire December 2025. He is a 29-year resident of Bentonville, a former city council member, one of three founders of the Bentonville Parks Conservancy and a former member of the PRAB. In fact, Jon has never been able to complete a full term on PRAB because we have asked him to roll-off to serve a larger role to benefit the City. Jon brings the knowledge and experience to help this board. We feel he will prove to be an asset to our department as we move forward.

If you have any questions, regarding this item, please contact me at 464.7275, or email dwright@bentonvillear.com.

Attachments: PRAB Applications



January 5, 2023

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of Jon Terlouw to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Jon Terlouw for appointment to the City of Bentonville's Parks and Recreation Advisory Board. Mr. Terlouw's term will expire on December 31, 2025.

Stephanie Orman



January 5, 2023

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Reappointment of Ashton Alsup and Eileen Patrick to the City of Bentonville's Parks and Recreation Advisory Board.

SO I recommend Ashton Alsup and Eileen Patrick for reappointment to the City of Bentonville's Parks and Recreation Advisory Board. Mr. Alsup's and Ms. Patrick's terms will expire on December 31, 2025.

SO
Stephanie Orman



Boards and Commissions Application Form

Applicant Information

First Name Jonathan

Last Name Terlouw

Address

City Bentonville

State AR

Zip Code 72712-5919

Home / Cell Phone

Email Address

Length of Bentonville
Residency 29 years

Employer Walmart

Occupation Communications Manager

Business Phone

(Section Break)

References

Please provide 2 references

Name Scott Eccleston

Email Address

Address

City Bentonville

State AR

Zip Code 71721

Phone Number

Name	Mike Power
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[REDACTED]
Fax Number	0

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Parks and Recreation Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I have served a short time on this board on two separate occasions. Both times I took myself off in order to work on a conflicting city project (created the Bentonville Parks Conservancy and served on the city council). I would like to have another chance to actually serve out the entire term. I am a 29 year resident of Bentonville and use the parks extensively for biking, swimming, running and relaxing. I understand the inner-workings of the parks department through my previous times on the board and my 2.5 years on the city council.
2. Why would you like to be considered for appointment to this commission or board?	Myself, my family and my friends use the Bentonville parks/trails extensively. My history with the city gives me a unique opportunity to help guide the future acquisition of park land, creation of new parks and facilitate a conversation between the city and it's residents.
3. What do you hope to be able to contribute?	- Knowledge of how the city works. - Input as a park/trail user with connections to many other users. - Resident of downtown Bentonville where a lot of parks and trails are located.

- Knowledge of how a concentrated amount of parks and trails affect downtown residents.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes
--	-----

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Jonathan Terlouw
--	------------------

Date	9/9/2022
------	----------



Boards and Commissions Application Form

Applicant Information

First Name Ashton

Last Name Alsup

Address

City BENTONVILLE

State AR

Zip Code 72712-6642

Home / Cell Phone

Email Address

Length of Bentonville
Residency 25

Employer Walmart

Occupation Merchandising

Business Phone

(Section Break)

References

Please provide 2 references

Name Jessica Street

Email Address

Address

City Bentonville

State AR

Zip Code 72712

Phone Number

Name	Kirby Romines
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[REDACTED]
Fax Number	<i>Field not completed.</i>

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Parks and Recreation Advisory Board

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?

As a fourth generation resident of Northwest Arkansas, I have had the privilege of seeing our community grow and change first hand. I grew up visiting the original library in the Massey Hotel building and playing at Memorial Park. The town of Bentonville has shaped me into the person I am today, and it is with great pride I would like to take an active role in giving back. I am qualified for the Parks and Recreation Advisory Board because I love this town and care deeply about the people who live here. With a degree in Elementary Education, I am well versed in the needs of children and families from all walks of life. Combining my education with my extensive residency history, I hope to continue to grow Bentonville into a beacon of culture and activity in the state of Arkansas.

2. Why would you like to be considered for appointment to this commission or board?

The population of Bentonville is on a steep upward climb. Every day this area is recruiting more young professionals to build their careers and start their families here. As a young professional myself, I can bring this unique perspective to the Board and advocate on behalf of these individuals. It is imperative

Bentonville keep up with the demand of it's growing population by providing parks, trails, and services that support the active lifestyles our residents are seeking and enrich our city's quality of life. Bentonville is and always will be my home. I am passionate about investing in its continued development for future generations to come.

3. What do you hope to be able to contribute?

A good idea becomes great with action put behind it. I have had the privilege of seeing our parks and trails system grow and evolve throughout the course of my life. A unique perspective, fresh ideas, and a passion for putting plans into action is what I hope to contribute to the Parks and Recreation Advisory Board. We need individuals who are willing to put in the time and effort to represent their neighbors in city-wide conversations that will reflect their hopes and desires for our community. It would be an immense honor to serve on this board and work diligently to promote and foster community engagement through our Parks and Recreation services, activities, and amenities.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.

Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees

Ashton Alsup

Date

10/24/2022



Boards and Commissions Application Form

Applicant Information

First Name	Eileen
Last Name	Patrick
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[REDACTED]
Email Address	[REDACTED]
Length of Bentonville Residency	12.5 years
Employer	n/a
Occupation	n/a
Business Phone	[REDACTED]

(Section Break)

References

Please provide 2 references

Name	<i>Field not completed.</i>
Email Address	<i>Field not completed.</i>
Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Phone Number	<i>Field not completed.</i>

Name	<i>Field not completed.</i>
Email Address	<i>Field not completed.</i>
Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Phone Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Parks and Recreation Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	Application submission for PRAB second term.
2. Why would you like to be considered for appointment to this commission or board?	I would like to remain a member of the board.
3. What do you hope to be able to contribute?	Asking lots of questions at every meeting.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes
--	-----

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Eileen Patrick
---	----------------

Date	10/20/2022
------	------------



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696-0204

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance approving a bid waiver in the amount of \$112,000.00 to Arkansas United States Specialty Sports Association to provide sports officials for Bentonville Parks and Recreation.					

Estimated Cost	\$112,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Waiver of Bid Request

Date of City Council Meeting	1/10/2023
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696-0204

Vendor	Arkansas United States Speciality Sports Association
Total Cost	\$112,000
Description of Purchase	<i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):</i> Parks and Recreation utilizes a provider for sports officials for recreational league play. The provider recruits, trains, schedules, and pays the officials and will invoice BPR for the services. Utilizing this provider reduces the amount of individual contractors Parks and Recreation needs and creates a one point of contact, which makes this process much more efficient.

Justification	<i>(Enter justification in space below):</i> As the sanctioning organization for our youth programs, Arkansas USSSA is the only qualified organization to offer this service. Due to this it is impracticable to solicit bids for these services.
---------------	---



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: December 22, 2022
Re: Arkansas USSSA- Adult and Youth Sports Officials

Bid waiver in the amount of \$112,000 to Arkansas United States Specialty Sports Association (USSSA) for the service of providing officials for adult and sports for Bentonville Parks and Recreation.

Parks and Recreation utilizes a provider for sports officials for recreational youth baseball, adult kickball, adult and youth soccer, and youth softball league play. The provider recruits, trains, schedules, and pays the officials and will invoice BPR for the services. Utilizing this provider reduces the amount of individual contractors Parks and Recreation needs and creates a one point of contact, which makes this process much more efficient.

Due to the demand and number of participants in these programs, the amount of games that need to be officiated is extremely high. Parks and Recreation is anticipating USSSA paying \$112,000 for this service. The attached MOU is a new three-year agreement starting in 2023. This expense is fully recouped through registration fees for this program and is a budgeted item.

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



CITY OF BENTONVILLE
ARKANSAS

MEMORANDUM OF UNDERSTANDING

To: Mike Schmidt, Arkansas United States Sports Specialty Association

From: City of Bentonville, Arkansas Parks and Recreation Department

Date: 11/30/2023

Re: Partnership for providing Sports Officials for Bentonville Parks and Recreation

1. Intent.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Arkansas United States Sports Specialty Association ("Provider") and the City of Bentonville, Arkansas (City), for the use and benefit of Bentonville Parks and Recreation Department (BPR) for sports officiated programs operated at Bentonville municipal parks in 2023 (referred to as "Program").

2. Term.

The term for this MOU shall be for one (1) year, beginning on January (month), 01 (day), 2023 (year) and ending on December (month), 31 (day), 2023 (year).

- A.** In the event that Program days or times are cancelled (due to inclement weather such as rainouts, or class cancellations), additional dates may be added to the end of the Program season as "make-up dates", or additional classes may be added as "make-up classes", as applicable to the Program described in this MOU. BPR will communicate the need for make-up dates to Provider. Provider agrees to be present for make-up dates or classes.
- B.** This MOU may be renewed annually, in accordance with all original terms and conditions, via mutual written agreement between the Parties for a maximum term not to exceed three (3) years. There shall be no change in the intent/purpose, or terms and conditions of this MOU during the original term or for any renewal year. There shall be no change in pricing for the original term or for any renewal term unless the change is directly related to a BPR fee/rate increase approved by the Bentonville City Council. Any change in pricing shall be mutually agreed upon by the Parties and shall not exceed an aggregate total of \$10.00 (ten dollars) per participant for the lesson/camp for the entire term of the Agreement (the initial term including all renewal years). Mutually agreed upon changes in the schedule (days/times etc.) and per lesson or camp fees for renewal years shall be handled via Amendment at the time of renewal. Any Amendment to this MOU may require approval from the Bentonville City Council in accordance with the City's Purchasing Policy and applicable laws.

3. Duties of the City.

Bentonville Parks and Recreation:

- A.** Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
- B.** Will create the program format, allowing for input and recommendation from Provider.
- C.** Will create marketing and registration material for the program(s), allowing for input and recommendation from Provider where it pertains to participant's needs.



CITY OF BENTONVILLE

ARKANSAS

- D. Will create all schedules for all programs, allowing for input and direction from Provider where it pertains to participant needs.
- E. Will provide BPR employees or counselors, if necessary, to participate with check-in and check-out for the program(s), or other operations of the program(s). BPR shall have the final determination if BPR employee participation is necessary.

4. Duties of the Provider.

Provider:

- A. Will be responsible for providing officials for soccer, baseball, softball, and kickball events located in Bentonville municipal parks.
- B. Officials provided by USSSA will be expected to contact BPR for questions regarding the programs, assigning, or any other relevant information to successfully officiate the games.
- C. Will ensure that all officials are sanctioned by the appropriate governing body and have insurance that includes, but is not limited to liability and Worker's Compensation insurance.
- D. For the purpose of defining "seasons" in the Memorandum of Understanding, fall and spring seasons serve as single, separate sessions.

5. Location and Schedule.

A. Location

Memorial Park Soccer Complex, Memorial Park Baseball/Softball Complex, Phillips Park

B. Schedule

- a. Season Dates (estimates):
Spring/Fall Season: March – November (date range), 2023
- b. Program Times (estimates):

Day	Time	Day	Time
Mondays	Varies	Fridays	Varies
Tuesdays		Saturdays	
Wednesdays		Sundays	
Thursdays			

*Dates/times are estimates only and are subject to change as determined by BPR.

6. Payment.

City agrees to pay Provider the following rate(s) for the Program.



CITY OF BENTONVILLE

ARKANSAS

Age Group Description	Number of Crew (ex. 2-person)	All Time Limits (ex. 0-70 minutes)	Payment (Per Game, Per Official)
U9 Soccer	1-person	50 Minutes	\$20.00
U10 Soccer	1-person	50 Minutes	\$20.00
U12 Soccer	1-person	60 Minutes	\$25.00
JRH Soccer	1-person	60 Minutes	\$25.00
Adult Soccer	1-person	60 Minutes	\$55.00
1 st year MEM BB	2-person	1 Game	\$25.00
2-3 rd year MEM BB	2-person	1 Game	\$30.00
4-5 year (max) MEM BB	2-person	1 Game	\$35.00
Level 1 Phillips BB	2-person	1 Game	\$37.50
Level 2 Phillips BB	2-person	1 Game	\$40.00
Level 3 Phillips BB	2-person	1 Game	\$45.00
Level 4 (High School) Phillips BB	2-person	1 Game	\$50.00
8U-18U SB	2-person	60-64 minutes	\$42.00
8U-18U SB	1-person	60-64 minutes	\$52.00
8U-18U SB	2-person	65-70 minutes	\$45.00
8U-18U SB	1-person	65-70 minutes	\$55.00
Kickball	1-person	1 Game	\$25.00



CITY OF BENTONVILLE

ARKANSAS

a. Other Fees/Payments

- i. Softball League UIC Administrative Assigning Fee: \$500 Administrative fee per year plus \$3.00 per game.
 - ii. Baseball League UIC Administration Assigning Fee: \$500 Administrative fee per year plus \$250 per week paid biweekly during the duration of the spring and fall seasons.
 - iii. Kickball League UIC Administrative Assigning Fee: \$500 Administrative fee per year plus \$250 per week paid biweekly during the duration of the fall season.
 - iv. Soccer League Referee Assignor Fee: \$8.00 per game scheduled.
 - v. Soccer League Youth Field Marshal: \$25.00 per game time period.
 - vi. Soccer League Adult Field Marshal: \$70.00 per game time period.
 - vii. Soccer League Coach Trainer: \$25.00 per training session
- b. Estimated total payment in 2023: **\$112,000.00**
- c. Payment will be made only for completed sessions of the program(s).

7. Invoicing.

Provider shall submit an invoice for the program(s) upon conclusion of the program season to the remittance address below within one (1) week from conclusion of the season. Provider is responsible for confirming that the City has received the invoice. Invoices received correctly and on-time will be paid within fourteen (14) days of receipt. Invoices shall be submitted to:

Via Mail:

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th Street
Bentonville, AR 72712

Via Email: accountspayable@bentonvillear.com

8. Terms and Conditions.

- A. Payments will only be made for participants whom actually attend/participate in the Program(s). No payments will be made for cancelled Program(s), or for participants who do not attend/participate in the Program(s). This includes classes, lessons, camps, special programs etc.
- B. Provider and Provider's personnel are required to display professional etiquette at all times. This MOU may be voided immediately by the City if Provider's or any of their personnel exhibits behavior that is detrimental to the operation of BPR.
- C. Provider understands that neither Provider, nor any of Provider's employees or independent contractors are employees of the City of Bentonville, and that Provider is solely responsible for their employees and independent contractors.
- D. Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law.



CITY OF BENTONVILLE

ARKANSAS

- E.** It is understood that Provider (and any of Provider's employees or personnel) is not acting as an agency for the City (or BPR) and that the City's statutory immunity does not extend to Provider's acts or omissions.
- F.** Upon the time of signing this MOU, Provider shall provide BPR with IRS Form W-9, and proof of Worker's Compensation Insurance as required by Arkansas Statute.
- G.** Provider and any of Provider's personnel who will be on-site providing the Program will be required to pass a mandatory background check, to be administered by BPR, prior to the Program beginning.
- H.** Provider indemnifies and holds harmless the City and all City personnel and officials against any liability resulting from Provider's negligence or wrongful acts, failure or breach of law.

[This space has been intentionally left blank]

- I. Termination:**
 - a.** General: This MOU may be terminated with thirty (30) days written notification from the BPR Director or assignee. Provider may terminate this agreement with ninety (90) days written notification to the BPR Director or assignee.
 - b.** Termination for Cause: Breach of this MOU may result in immediate termination by the BPR Director or assignee.
 - c.** Termination for Lack of Funding: If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Provider under this MOU, City may terminate or reduce the amount of services to be provided by Provider under this MOU. In such event, City will notify Provider in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

[This space has been intentionally left blank]



CITY OF BENTONVILLE
ARKANSAS

SIGNATURE PAGE

City of Bentonville, Arkansas

Date: _____

Name: Stephanie Orman, Mayor

Signature: _____

Provider

Date: _____

Name: _____

Signature: _____

Address: _____

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PROCUREMENT OF SPORTS OFFICIALS FOR CITY PROGRAMS; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARKANSAS UNITED STATES SPECIALTY SPORTS ASSOCIATION (USSSA) IN THE AMOUNT OF ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation department facilitates numerous adult and youth recreational activities at which sports officials are needed;

WHEREAS, utilizing USSSA reduces the amount of individual contractors, ensures consistency in training and quality of service, and creates one point of contact for the City;

WHEREAS, there is a new three-year MOU agreement starting in 2023 with an anticipated service cost of one hundred twelve thousand dollars (\$112,000.00) which necessitates the need to waive bidding; and

WHEREAS, this item is exclusively funded by the registration fees of participants.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement, in the amount of one hundred twelve thousand dollars (\$112,000.00), with USSSA for recreational sport officials needed for City athletic programming;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for sport official services needed for City recreational sport programming;

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 _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Parks and Recreation
Submitted by	David Wright, Parks and Recreation Director
Phone	(479) 271-6813

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to accept a donation in the amount of \$100,000.00 from Bogle Family Trust for future improvements for Bogle Park.					

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



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: December 29, 2022
Re: Bogle Family Trust Donation Acceptance

Resolution authorizing the Mayor and City Clerk to accept a donation in the amount of \$100,000 from Bogle Family Trust for future improvements associated with Bogle Park.

On December 13, 2022, City Council formally approved a resolution authorizing the Mayor to accept a land donation for Bogle Park. During the last month, our team has worked with members of the Bogle Family to acquire the land and begin treating the space as a Bentonville Public Park. While signing the agreements, the Bogle Family members provided the City with a donation of \$100,000.00 to be used for future improvements.

This resolution is accepting the donation for future work. This work has not been identified at this time. But as the coming months approach us, I am certain we will have a better understanding of the space, the neighborhood and what types of amenities may be missing. When we are prepared to make these improvements, we will come back to the Council for approval and a budget adjustment allowing us to do so.

If you have any questions regarding this item, please let me know. Please call me at 271.6813, or email dwright@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION RECOGNIZING A DONATION FROM THE BOGLE FAMILY TRUST, TO THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT, IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); AND FOR OTHER PURPOSES.

WHEREAS, on December 13, 2022, the City Council approved a resolution accepting the land donation of Bogle Park to the City of Bentonville; and

WHEREAS, in an extension of the generosity shown, Bogle Family members gifted the City with one hundred thousand dollars (\$100,000.00) to go towards maintenance, upkeep, and future improvements for Bogle Park.

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

Section 1: That the donation from the Bogle Family Trust, in the amount of one hundred thousand dollars (\$100,000.00), is accepted for use by the Bentonville Parks and Recreation Department;

Section 2: That this donation will be used for improvements, future projects, maintenance, and upkeep at Bogle Park;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, MAYOR

Attest:

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Parks and Recreation Department
Submitted by	Hunter Garrison
Phone	(479) 254-2063

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
City Council approval of an change order to CEI, in the amount of \$1,200.00, to prepare easement boundaries and legal descriptions for the new alignment of the Razorback Greenway between Hwy 102 and Bentonville High School.					

Estimated Cost	\$1,200.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	



Memo



To: City Council, Mayor Orman
From: Hunter Garrison, Bike & Pedestrian Planner
Thru: David Wright, Parks and Recreation Director
Date: January 10, 2023
Re: City Council approval of a change order, in the amount of \$1,200, with CEI Engineering for preparing legal descriptions and easement documents for the Razorback Greenway alignment between Hwy 102 south to Bentonville High School.

The Bentonville Parks and Recreation Department is requesting City Council's approval to of an extra work authorization and change order with CEI needed in regard to easement descriptions related to the P Street Trail.

In 2021, Council approved an agreement with CEI to design the Razorback Greenway Alignment that will run from Highway 102 south to Bentonville High School. For the last 18 months, we have worked with the Trailblazers as they have acquired the land allowing us to move forward with ARDoT design.

Per the extra work authorization CEI Shall provide an exhibit and legal description for the proposed easement on Bentonville High School property relate to this project. CEI will use the standard City of Bentonville easement document for recording with the Benton County Assessor.

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

Attachments:

P Street Trail: Easement Proposal



EXTRA WORK AUTHORIZATION

☒ ADDITIONAL WORK

☐ CHANGE IN SCOPE OF SERVICES

WORK WILL BE PERFORMED UNDER THE SAME TERMS & CONDITIONS AS IN ORIGINAL AGREEMENT: UNLESS OTHERWISE STATED

DATE: 12/21/2022

CLIENT: City of Bentonville

PROJECT NAME: P Street Trail

CLIENT CONTACT: Wade Tomlinson

PROJECT NO.: 32296S

PROJECT MANAGER: Carter Smith

DATE OF CURRENT CONTRACT: 07/27/2021

Description of Services: CEI shall provide an exhibit and legal description for the proposed easement on Bentonville High School property related to this project. CEI will use the standard City of Bentonville easement document for recording with the Benton County Assessor.

Total Compensation: \$1,200.00, including reimbursables

If this Authorization is not executed within 30 days, it becomes null and void. This Authorization is only valid if addressed and executed by the authorized signature of the original contracted entity or its assignment as approved per the original contract Terms and Conditions.

Agreed to by CEI ENGINEERING ASSOCIATES, INC.

Agreed to on this date: _____

(Signature)  2022.12.22
10:00:14-06'00'

(Company Name)

(Date)

(Company Authorized Representative & Title)

Distribution:

(Signature)

PLEASE SIGN & RETURN ORIGINAL

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH CEI ENGINEERING, IN THE AMOUNT OF ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00), FOR THE PREPARATION OF EASEMENT DOCUMENTS; AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Parks and Recreation Department requests a change order allowing CEI Engineering to prepare legal descriptions and easement documents; and

WHEREAS, these documents are for the Razorback Greenway alignment between Highway 102 south to Bentonville High School.

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 change order with CEI Engineering, in the amount of one thousand two hundred dollars (\$1,200.00) for the Bentonville Parks and Recreation Department;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Administration
Submitted by	Mayor Stephanie Orman
Phone	(479) 271-5966

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Mayor recommends appointment of Aubrey Patterson to the City of Bentonville's Advertising and Promotion Commission.					

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





January 5, 2023

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Aubrey Patterson to the City of Bentonville's Advertising and Promotion Commission.

I recommend Aubrey Patterson for appointment to the City of Bentonville's Advertising and Promotion Commission.


Stephanie Orman



Agenda Item Form

Date of City Council Meeting	1/10/2023
Department	Administration
Submitted by	Mayor Stephanie Orman
Phone	(479) 271-5966

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
City Council Procedural Discussion.					

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



Guidebook for Municipal Officials of Mayor/Council Cities

Revised May 2019



Table of Contents

Introduction	3
Disclaimer	3
Chapter I	4
An Overview of Arkansas Municipal Government	4
Incorporation	4
Classification	5
The Duties of the Mayor	5
The Duties of the Mayor in the Mayor-Council Form of Government	5
Legislative Duties of the Mayor	5
Administrative Duties of the Mayor	6
The Mayor's Duties of Appointment, Nomination and Removal	6
Duties of the Council Members	6
Mayor/Council Diagram	7
Chapter II	8
City Council Rules of Procedure and Different Types of Meetings	8
Procedural Rules	8
Different Types of Meetings	8
Chapter III	9
Proper Ways to Pass Ordinances and Resolutions	9
Resolutions	9
Ordinances	9
Chapter IV	10
Personnel	10
Personnel Administration	10
Establishing Personnel Policies	10
The Employee Handbook	11
Unions or Professional Associations	11
Chapter V	12
Budgeting and Finances	12
City Budgets	12
Arkansas Law and Budgeting	12
Major Revenue Sources Available	12
Other Income (Miscellaneous Revenues)	13
Purchasing and Bidding	13
Professional Services	14
Chapter VI	15
The Freedom of Information Act	15
Public Records	15
Open Meetings	15
Executive Session	16
Chapter VII	16
Functions of the Arkansas Municipal League	16
Purpose	16
Organization	16
League Activities	16
League Services	17
Publications and other League Resources	18
Group Benefits Programs	19
Conclusion	19

Introduction

As local government becomes increasingly complex, local officials must understand the duties and responsibilities of their offices. The purpose of this booklet is to assist newly-elected city officials in learning their statutory duties and responsibilities in order to become effective city leaders. This booklet also points out the differences in the functions of the various municipal offices.

Arkansas statutes are laws passed by the Arkansas General Assembly (the State Legislature) and are codified into the Arkansas Code Annotated of 1987 as amended. The Arkansas Municipal League has published a *Handbook for Arkansas Municipal Officials*, which contains most of the laws affecting municipal government in Arkansas. This Handbook has the same numbering system as the Arkansas Code Annotated (abbreviated as Ark. Code Ann. or A.C.A.) but does not contain all of the statutes found in the Arkansas Code (which occupies an entire bookshelf!) The Arkansas Municipal League also publishes a book, *General Acts Affecting Arkansas Municipalities*, after each regular session of the General Assembly.

The Arkansas Municipal League recommends that you, as a municipal official, ask your city attorney when you have legal questions or need assistance with legal issues. As always, the League staff remains available to assist you.

Disclaimer

The information contained in this book is not intended as legal advice for any specific case. Readers are responsible for consulting with legal counsel when questions arise concerning the application of the law to a particular set of facts. This book is intended solely for educational and informational purposes.

Chapter I

An Overview of Arkansas Municipal Government

Arkansas municipalities are creatures of the state. Prior to 2011, cities had only the powers granted to them by the Arkansas Constitution and statutes passed by the Arkansas General Assembly. This is known as Dillon's Rule and, according to the Arkansas Supreme Court, it means:

a municipal corporation possesses and can exercise the following powers and no others: First, those granted in express words; second, those necessarily or fairly implied in or incident to the powers expressly granted; third, those essential to the accomplishment of the declared objects and purposes of the corporation—not simply convenient, but indispensable.

(*Tompos v. City of Fayetteville*, 280 Ark. 435, 438, 658 S.W.2d 404, 406 1983).

The Legislature expanded this rule to a certain extent for some cities. "Home Rule" statutes gave the power to first-class cities and certain cities operating under a charter the power to exercise all powers relating to municipal affairs so long as they did not conflict with state law. In 1875, the Legislature enacted A.C.A. § 14-55-102, which gave broad authority to municipalities by granting cities and towns the power to pass ordinances. Although § 14-55-102 could be interpreted as repealing Dillon's Rule, the Arkansas Supreme Court continued to apply Dillon's Rule long after the enactment of that statute in 1875, upholding ordinances under that section if they were legitimately aimed at protecting public health and safety.

However, Act 1187 of 2011 repealed Dillon's Rule and extended certain powers granted to cities of the first class to all municipalities. A.C.A. § 14-43-602 states that the rule of decision known as Dillon's Rule is inapplicable to the municipal affairs of municipalities. It gives a municipality the authority to "perform any function and exercise full legislative power in any and all matters of whatsoever nature pertaining to its municipal affairs including, but not limited to, the power to tax." A.C.A. § 14-43-601 defines "municipal affairs" as "all matters and affairs of government germane to, affecting, or concerning the municipality or its government except state affairs subject to the general laws of the State of Arkansas," which are listed in § 14-43-601(a)(1). A municipality may legislate upon the state affairs described in subdivision (a)(1) of § 14-43-601 if not in conflict with state law.

Incorporation

An Arkansas community may incorporate by a written petition that describes the geographic area seeking to incorporate and identifying the persons authorized to act on behalf of the petitioners. The petition must be signed by at least 200 or a majority of the qualified electors, whichever is greater, and presented to the county court (county judge). The county court shall set a date for a hearing and, after the hearing, the court will either approve or reject the incorporation. If approved, the incorporation is filed with the Secretary of State and notice of election of officers for the newly-incorporated municipality is posted. New cities or towns cannot incorporate if they are within three (3) miles of the boundaries of another incorporated city or town unless the governing body of that city or town has "by written resolution affirmatively consented to said incorporation." In addition, certain real estate developments are exempt from the three-mile limitation requirement. A.C.A. § 14-38-101. Note that Act 932 of 2019 makes an exception to the consent requirement if the area seeking to be incorporated contains a population of fifteen-hundred (1,500) or more.

Arkansas law also allows for an election procedure as an alternative for the incorporation of new municipalities having a population of at least 1,500. A.C.A. § 14-38-115 (As amended by Act 932). Once a city or town has become incorporated, it may annex additional territory as described in *Municipal Annexation, Incorporation and Boundary Changes* (2019), published by the Arkansas Municipal League.

Classification

Arkansas municipalities are divided into three (3) classes based on population. A.C.A §§ 14-37-102 & 103.

Class of City	Population	Referred to As
First	2,500 or more	City of the First Class
Second	500-2,499	City of the Second Class
Incorporated	499 or fewer	Incorporated Town

Once a municipality reaches a population of 500, it is classified as a city of the second class, and once a municipality reaches a population of 2,500, it is classified as a city of the first class. However, there are exceptions to these classification criteria. If the council of a town with less than 500 population wishes to become a city of the second class, it may do so by submitting an ordinance to the voters, and if the voters approve, the town becomes a city of the second class. Further, any city with of a population of 1,500 or more may, by enactment of an ordinance, become a city of the first class. A.C.A. § 14-37-103. Arkansas law also allows for cities with certain populations to reduce their classification. A.C.A. §§ 14-37-111 and 14-37-114.

The Duties of the Mayor

All mayors are encouraged to become familiar with their duties and responsibilities by reading the sections concerning the powers of the mayor in the current Handbook. The purpose of this Guidebook is to give a summary and overview of the duties of mayor.

• The Duties of the Mayor in the Mayor-Council Form of Government

The principal officer of all Arkansas cities and towns within the mayor/council form of government is the mayor. By virtue of this position, the mayor is ex-officio president of the council. It is the mayor's responsibility to keep the city government running properly. This includes enforcing city ordinances and making sure that the residents receive maximum benefits and services for the taxes that they pay.

• Legislative Duties of the Mayor

- In all municipalities in Arkansas, the mayor presides over the meetings of the council in cities and towns with the mayor/council form of government.
- The mayor may vote when the mayor's vote is needed to pass any ordinance, bylaw, resolution or motion. A.C.A. §§ 14-43-501; 14-44-107; 14-45-105. Mayors in cities of the first and second class have a vote to establish a quorum. A.C.A. §§ 14-43-501; 14-44-107.
- After the passage of an ordinance setting the procedure for special council meetings, the mayor has the authority to call the council into session for a special meeting. A.C.A. § 14-43-502.
- The mayor is required to sign all ordinances, resolutions and city council minutes. A.C.A. § 14-55-205.
- If provided by council rules, the mayor may introduce ordinances and resolutions and recommend policy.
- The mayor in cities and towns with the mayor/council form of government may veto any ordinance, resolution or order adopted by the council. Councils may override the veto by two-thirds vote of the total membership of the council. A.C.A. §§ 14-43-504; 14-44-107; 14-45-105.
- The vote to override should occur at the next regular council meeting. A.C.A. §§ 14-43-504; 14-44-107; 14-45-105.

- **Administrative Duties of the Mayor**

- Mayors of cities and towns with the mayor/council form of government are required to prepare and submit a budget to the city council for approval on or before December 1 of each year (See Chapter V).
- All mayors of cities of the first class must submit to the city council within the first 90 days of each year a complete report on the financial and administrative activities of the city. This is commonly referred to as the State of the City Report. A.C.A. § 14-58-302.
- The mayor shall also “keep the governing body advised as to the financial condition and future needs of the city and make such recommendations as to him or her may be desirable.” A.C.A. § 14-58-302.
- The mayor oversees the day-to-day activities of the city and supervises department heads.

- **The Mayor’s Duties of Appointment, Nomination and Removal**

Mayors in cities or towns with the mayor/council form of government have the power to appoint and remove all department heads, including police and fire chiefs, unless the city or town council votes to override the mayor’s action by a two-thirds majority of all council members. In cities with a civil service commission, the council may, by ordinance, delegate the authority to appoint and remove the police or fire chief to the city’s civil service commission. The mayor may not appoint or remove department heads that are not under the control of the governing body of the city. A.C.A. § 14-42-110.

Mayors may also appoint or nominate:

- A building official (A.C.A. § 14-56-202(b)).
- A board of library trustees (A.C.A. § 13-2-502 [with city council approval]).
- A director of a department of public safety (A.C.A. § 14-42-421).
- A health officer, when the position has been created by ordinance (A.C.A. § 14-262-103).
- An airport commission (with council approval) (A.C.A. § 14-359-105).
- A parks and recreation commission (A.C.A. § 14-269-202 [with council confirmation] and 14-269-302 [with council confirmation]).
- A marshal in some second class cities (A.C.A. § 14-44-111).
- An at-large member of an Advertising and Promotion Commission (with council approval) (A.C.A. § 26-75-605).

Duties of the Council Members

City council members are officers and officials of their city. The city council:

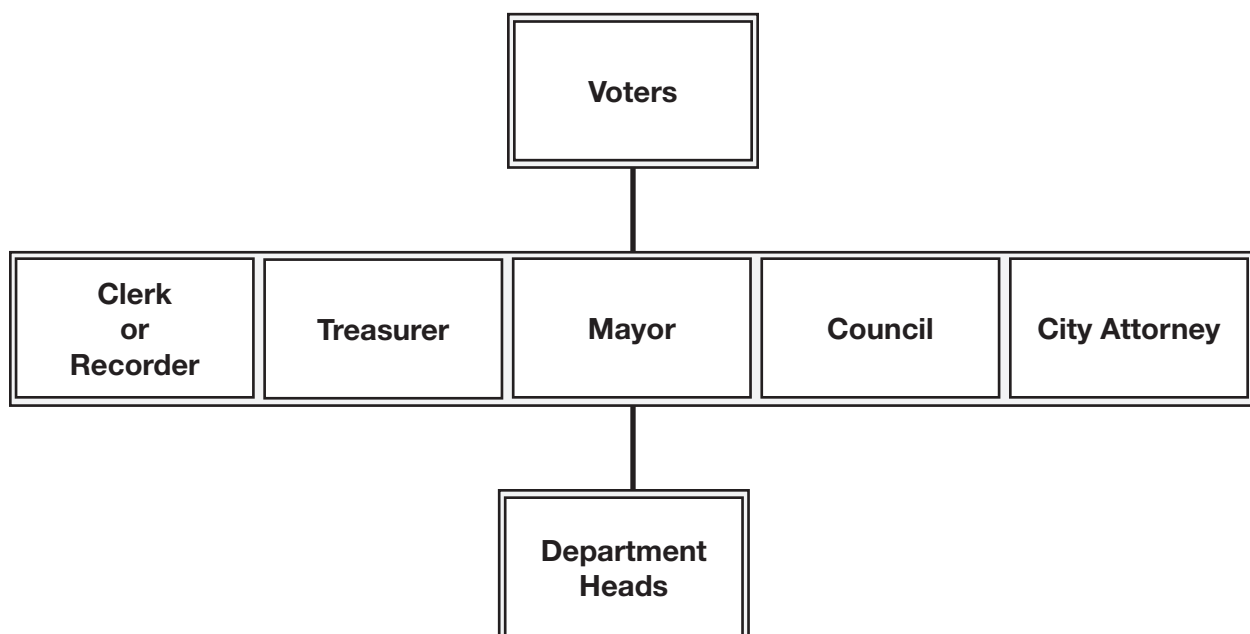
- Enacts ordinances and bylaws concerning municipal affairs that are consistent with state law in order to promote the health, safety, and welfare of the public. A.C.A. §§ 14-55-102; 14-43-602.
- Has the management and control of the city finances and all real and personal property belonging to the city. A.C.A. § 14-43-502.
- Adopts a budget by ordinance or resolution for operation of the city or town by February 1 of each year. A.C.A. § 14-58-202.
- Sets the procedures by ordinance for making purchases that do not exceed the sum of \$20,000 in cities of the first class, except as provided in A.C.A. § 14-58-104. Councils in second class cities and in towns may set procedures for making purchases, except as provided in section 14-58-104. A.C.A. § 14-58-303(b).
- Sets the time and place for regular city council meetings (A.C.A. § 14-43-501). All meetings should be open to the public in accord with the state Freedom of Information Act. A.C.A. § 25-19-106.
- May override the mayor’s appointment and removal of department heads by a two-thirds vote of the total membership. A.C.A. § 14-42-110.

- May override the mayor's veto by a two-thirds vote. A.C.A. §§ 14-43-504; 14-44-107; 14-45-105.
- Calls for a special election in cities of the first class to fill the vacancy of the unexpired mayor's term of office, if the unexpired term is for more than one (1) year. A.C.A. § 14-43-401(b).
- May fill, by appointment in cities of the first class, the vacancy to the office of mayor if the expired term is less than one (1) year. A.C.A. § 14-43-401(b)(1).

In a city of the second class or an incorporated town the city council shall fill a vacancy in the mayor's office for the unexpired term by either a majority vote of the council members or a special election. A.C.A. §§ 14-44-106; 14-45-103).

- Sets the salaries of the mayor, council and other municipal officials. Salaries of officials may be increased, but not decreased, during the term of office, except that the official receiving the salary may request a decrease. A.C.A. § 14-42-113.
- Either establishes a city fire department or, by ordinance, enters into a contract or interlocal agreement for city fire protection with an existing fire department certified by the Arkansas Fire Protection Services Board. The council may promulgate rules to govern a city fire department. A.C.A. § 14-53-101.
- Establishes a city police department and organizes it under the general superintendence of the mayor. A.C.A. § 14-52-101. Directs by ordinance the number of subordinate number of officers to be appointed. A.C.A. § 14-52-201.
- Sets the rates for city utilities and establishes fees for city services.
- Enacts ordinances establishing sales taxes and referring same to the voters.
- Takes actions leading to annexation of territory to the city.
- Establishes and certifies to the county clerk the amount of property taxes to be levied within the city or town prior to the regular meeting of the quorum court in November or December of each year. A.C.A. §§ 26-73-202; 14-14-904.
- May establish (and abolish) various commissions to manage and operate such services as parks, utilities, an airport, advertising and promotion, planning and others, as provided by state law.

Mayor/Council Diagram



Chapter II

City Council Rules of Procedure and Different Types of Meetings

Procedural Rules

Each Arkansas city and town is unique. Your municipality and the residents you represent are no exception. The council rules of procedure should be agreed to and officially adopted by the majority of the council members. Rules of procedure are guides to the generally-accepted way that things get done. Topics that are usually covered in procedural rules include:

- **Meetings:** the usual date, time and place for regularly scheduled meetings. Setting the procedure for calling a special meeting must be done by ordinance.
- **Order of Business:** the usual format to be followed, including who is responsible for preparing the agenda according to that format, and special provisions for agenda items such as developing a consent agenda.
- **General Meeting Procedures:** time limits for debate, if any, and who may speak at what point.
- **Public Hearings:** procedure and time limits.
- **New Business:** a process for allowing new items to be added to the agenda.
- **Exceptions:** specific provisions for when and how the rules can be suspended.
- **Parliamentary Process:** rules of debate governing motions, the order of issues to be discussed, and other elements that control discussion at meetings. The *Procedural Rules for Municipal Officials (2014)* booklet is used by many Arkansas cities. Copies of *Procedural Rules* are available by calling the Arkansas Municipal League at (501) 374-3484. You also download it online from www.arml.org/services/publications/publications-for-free.

Rules of procedure and public debate are designed to facilitate the transaction of public business in an orderly way. At first it may not seem orderly to you. It is not unusual for newly-elected council members to take up to six (6) months before they feel comfortable with the procedures. Do not be hesitant about asking questions if you are not sure about the consequences of your vote. For example, you may want to ask, "If I vote 'no' on the amendment, what happens to the main motion?" That is a reasonable request for information.

Different Types of Meetings

Newly elected officials should quickly learn that there are four kinds of meetings.

- **Regular Council Meetings:** These meetings handle general and routine business.
- **Special Meetings:** Business that cannot be postponed, or issues that affect a limited number of citizens, are dealt with at a specially-scheduled meeting. These meetings usually have a more limited agenda than regular meetings but, like regular meetings, they are open to the public. It is important that the time and place of meetings of this sort are announced to the media as required by the Freedom of Information Act. Media that have requested notice must be given at least two hours advance notification. A.C.A. § 25-19-106(b).
- **Public Hearings:** Hearings are a forum for residents to express opinions and for council members to explain their positions to the public. Hearings are most effective when they target only one item per hearing, for example, the budget or a re-zoning request.
- **Work Session:** An informal meeting, generally called for the purpose of conducting an in-depth study on a limited number of topics. Work session meetings encourage exploration of subjects in more detail than is possible in regular meetings because of the time constraints and the pressure of other business that occur in regular council session. These sessions must be open to the public.

Each of these types of meetings offers a way to achieve certain goals. A correct choice of meeting type will enable your city government to do its job effectively.

Chapter III

Proper Ways to Pass Ordinances and Resolutions

A city or town council can take official action in two ways: It can pass a resolution or an ordinance. Both actions play important roles in their own way and they share certain similarities. However, there are distinctions between the two and knowing the differences is important.

Resolutions

A resolution is an expression of the will of the council. Resolutions are used to state the council's opinion on various matters—for example, supporting or opposing legislation pending at the State Capitol. Resolutions usually affect items of a temporary or administrative nature, such as entering into contracts, approving large purchases or entering into agreements with other governmental units. A resolution is the official expression of the council and may be adopted by the council at one reading, as long as it is not general or permanent in nature. A.C.A. § 14-55-202.

Ordinances

An ordinance is a local law that usually regulates persons or property and usually relates to a matter of a general or permanent nature. An ordinance is more formal and authoritative than a resolution. Therefore, we recommend your city attorney approve the structure and content of all proposed city ordinances. An ordinance should not conflict with federal or state law. It should also be in harmony with applicable court decisions. There are seven rules to remember about passing an ordinance.

1. Ordinances must be reasonable.
2. They must not be oppressive.
3. They must not be discriminating or partial.
4. They must not unduly restrain lawful trade.
5. They must not violate civil rights.
6. They must not be ambiguous.
7. An ordinance must contain only one general subject, clearly stated in its title. A.C.A. § 14-55-201.

The passage of an ordinance typically involves three (3) steps. The first step is the introduction of the proposed ordinance at a council meeting. The second step is to allow for the city clerk's, recorder's or attorney's reading of the ordinance; this is followed by allowing the person(s) proposing the ordinance the opportunity to explain its provisions. Third, the council debates the ordinance and either defeats, postpones, refers it to a committee for study or approves it. If approved by a majority vote of the council, it is then signed by the mayor and attested to by the city clerk. A.C.A. § 14-55-201 et seq.

Remember that all ordinances of a general or permanent nature must be read fully and distinctly on three different days, unless two-thirds of the members of the council shall suspend the rule. A.C.A. § 14-55-202. However, "[i]n a city with a population of less than fifteen thousand (15,000) persons in the most recent federal decennial census, if the ordinance under consideration has been submitted to and approved by the electors of the municipality and is being amended, repealed, or otherwise altered by the municipal council, then the ordinance shall be fully and distinctly read on three (3) different days not less than twenty-eight (28) days apart." A.C.A. § 14-55-202.

If an ordinance is passed with a valid emergency clause, it will take effect immediately. Please note, however, that an emergency clause requires a separate and distinct vote of the council and requires a two-thirds vote of approval by the council. The mayor may not vote on the emergency clause. Ark. Const. art. 5 § 1.

Without the adoption of the emergency clause, municipal ordinances generally become effective 30 to 90 days after their passage, depending on the city ordinance establishing the deadline to file a referendum

on an ordinance. A.C.A. § 14-55-203. All ordinances of a general or permanent nature and all those imposing any fine, penalty or forfeiture must be published in a newspaper of general circulation in those municipalities where a newspaper is published. However, the law provides that in municipalities where no newspaper is published, written or printed notice posted in five (5) of the most public places (designated by ordinance or minutes) shall be sufficient publication of any law or ordinance. A.C.A. § 14-55-206.

Additional and more detailed information about resolutions and ordinances may be obtained from the *Handbook*, Title 14, Chapter 55, Subchapters 1-7.

Chapter IV

Personnel

Personnel issues continue to have a growing significance in municipal government. Newly-elected officials would be wise to go slow in their direct involvement into personnel matters. Human resource law affecting municipal government is heavily litigated and rapidly changing. Many lawsuits defended by the Municipal Legal Defense Program involve the discipline or discharge of city employees. The advice of your city attorney and human resources professional should always be solicited when dealing with personnel matters. (See the most recent editions of the League's *Sample Personnel Handbook for Arkansas Cities and Towns* and *Understanding Municipal Personnel Law and Suggestions for Avoiding Lawsuits*.)

Personnel Administration

Many Arkansas cities have neither a large-enough workforce nor the financial resources to justify having a full-time personnel director. The common procedure is to assign personnel operations to one person, such as the mayor, city recorder or city clerk. Nevertheless, this manual recommends that your city employ an individual or train a current employee to be thoroughly familiar with all aspects of personnel administration.

Regardless of the organizational structure a city uses, two (2) common-sense principles apply:

1. The city council must decide the scope of personnel activities that will be conducted as part of the city's ongoing operations. Then all personnel-related tasks must be assigned to specific persons within the city organization.
2. All of the city's personnel policies and procedures should be clearly spelled out in writing in easily understood language and distributed or made readily available to all employees.

Establishing Personnel Policies

All policy matters are decided by the city council, which enacts ordinances setting up the personnel system and establishing recruitment standards, pay scales, conditions of employment, and other items. The council also approves the rules by which personnel ordinances are implemented and the procedures for handling administrative matters. Additionally, the council's budgetary powers give it continuing control over the number of employees and the general scope of their duties.

The city's personnel policies and practices must conform to federal and state laws. These policies and procedures must be practicable, which means they need to be carefully considered prior to their adoption. Any policy or procedure that fails to accomplish its intended purpose in a simple, direct fashion will multiply, rather than reduce, the city's operating problems.

Assistance in drafting the city's personnel policies and procedural rules should be obtained from an attorney or other specialist skilled in employee relations and from the person to whom the council has assigned the responsibility for implementing the policies.

Upon completion of the drafting process, the proposed policies and rules are presented to the city council for consideration, possible amendments, and final approval. Upon enactment, the policies and rules become binding on both the city and its employees.

The Employee Handbook

All personnel-related ordinances and regulations should be compiled into a single document, an employee handbook, for distribution to members of the city council and the entire municipal workforce. Each employee should be required to sign a form acknowledging that he or she received the handbook. City employees should follow the handbook and the city council-approved rules and regulations of their individual departments. Administrative rules need not be made a part of the handbook.

In addition to a personnel policy handbook, all municipalities should have written job descriptions for all employees. A written description is evidence of the essential functions and responsibilities of each job. Job descriptions should be reviewed and updated periodically to ensure that all duties and responsibilities of the position are reflected in the job description. (For assistance in drafting an employee handbook see *Model Personnel File Folder*, *Sample Personnel Handbook for Arkansas Cities and Towns* and *Understanding Municipal Personnel Law and Suggestions for Avoiding Lawsuits*.)

Unions or Professional Associations

Upon receipt of a written request and signed by a full-time municipal employee who is represented by a union or professional association, the municipality shall withhold membership dues of the union or professional association from the salary of the employee. The municipality shall transmit all dues that are withheld under this section to the union or professional association representing the employee within five (5) days of the end of the pay period. This withholding shall be discontinued only upon receipt of a written notice of cancellation signed by the employee. A.C.A. § 14-58-103.

Chapter V

Budgeting and Finances

The professional management of city finances demands high standards of personal responsibility. As a newly-elected city official it is extremely important that you understand the basics of city finance. One noted political analyst suggests two criteria that constituents traditionally use to evaluate the effectiveness of their local government. What does it provide for them and what does it cost? The document that should answer these questions is your annual budget.

City Budgets

Your city's annual operating budget should be the principal policy management tool for governing. It should be the mechanism to:

1. Evaluate city services.
2. Measure and compare needs.
3. Set priorities and balance community public service demands against the tax revenues required to furnish them. Therefore, it is important that governing officials participate in the policies and decisions that go into building your municipal budget.

Arkansas Law and Budgeting

- Every city and town must have an annual operating budget approved by its governing body. A.C.A. §14-58-201 through § 14-58-203.
- The mayor must submit a proposed budget to the governing body of the city or town by December 1 of each year. The council shall enact a budget by February 1 each year. The governing body should also enact a temporary budget or spending resolution for January, as all expenditures of city funds must be authorized by an appropriation of funds approved by a majority vote of the council. The budget constitutes such an appropriation.
- The fiscal year of each city and town shall begin January 1 and end at midnight, December 31 of each year. A.C.A. § 14-71-102.
- Deficit spending is generally prohibited. Cities are not allowed to spend more money than they accrue during a year (Ark. Const. Art. 12 Sec. 4). Exceptions to this rule are made for capital improvement and revenue bonds (Ark. Const. amend. 62 and 65); energy efficiency bonds (Ark. Const. amend 89) and for short term (up to five years) financing for certain purchases. Ark. Const. amend. 78 sec. 2.
- All cities and towns must have the financial affairs of the city or town audited annually by a certified public accountant or by the division of the Legislative Audit of the State of Arkansas. A.C.A. § 14-58-101.

Major Revenue Sources Available

Revenue sources may differ from city to city. However, listed below are the major revenue sources available to Arkansas cities:

- **City and County Local Sales Taxes**—Cities and towns share on a population basis most countywide sales taxes for operating purposes. City voters may authorize city sales taxes and county voters may authorize county sales taxes.
- **Ad Valorem General Fund Property Tax**—set by the governing body, may not exceed five (5) mills. Ark. Const. art. 12, § 4; A.C.A. § 26-25-102. Cities share one-half of the three (3) mills of county road tax collected on property within the city. A.C.A. § 26-79-104.
- **General/Street Fund Turnbacks**—this is appropriated from the State Municipal Aid Fund and distributed to cities based on population according to the most recent decennial census.

- **Administration of Justice Funds**—a cost of living adjustment based on the lesser of the average percentage increase in the Consumer Price Index for All Urban Consumers for the two years immediately preceding or the percentage rate of increase in collections of the State Administration of Justice Fund for the two preceding years is applied to district court generated administration of justice funds. A.C.A. §§ 16-10-307 and 308.
- **Franchise Taxes**—Public utility retailers pay a franchise tax to cities for use of public rights of way and streets for the delivery of their services. A.C.A. § 14-200-101.
- **Solid Waste/Sanitation Fees**—Cities may charge a fee for the pick up and disposal of residential, commercial and industrial solid waste. A.C.A. § 8-6-211.
- **Fines and Forfeitures**—Municipal ordinances may be enforced by the imposition of fines, forfeitures and penalties on violators of city ordinances. A.C.A. §§ 14-55-501 through 504.
- **Permit and Inspection Fees**—Cities have the authority to require building permits and safety inspections and to charge accordingly.
- **Parks Department Revenue**—The city may charge fees for participants of city recreation programs and for concession revenues at the city pool, parks, and community center.
- **Occupational Taxes/Privilege License**—The city may charge and collect revenue for the privilege of doing business or carrying on any trade profession or vocation within the city limits, unless the business has a license from another city in the state and does not maintain a place of business in more than one city. A.C.A. § 26-77-102.

Note: Fees must be reasonably related to the city or town's cost of providing the service.

Other Income (Miscellaneous Revenues)

- Outside fire protection fees
- Sale of equipment or real property
- Animal licenses
- Hotel and motel/Hamburger taxes
- Vehicle licenses
- Interest earned from special accounts

Purchasing and Bidding

In all first-class cities with the mayor/council form of government, the mayor or duly authorized representative has the exclusive power and responsibility to make purchases of all city supplies, equipment and materials necessary to conduct the business of the city. The mayor has the authority to enter into contracts for work or labor on behalf of the city. However, all such expenditures must be authorized by the budget or an appropriation of funds passed by a majority of the council. A.C.A. §§ 14-55-204; 14-58-203. In addition, the mayor of a first class city must not expend funds in excess of the amount established by the council pursuant to A.C.A. § 14-58-305, in the absence of council approval.

- The governing body shall set out the procedure for all purchases that do not exceed \$20,000. This can be done by bid or reverse Internet auction. The details for these purchase procedures should be described in each city's purchasing ordinance. A.C.A. § 14-58-303.
- When a purchase exceeds \$20,000 the mayor of a first class city or duly authorized representative should advertise in the local newspaper for competitive bids.
- Bids must be opened on the date and at the exact time and place described in the bid notice published in the newspaper.
- The mayor or duly authorized representative has the exclusive power to award the bid to the lowest responsible bidder.

- In emergency situations where the bidding procedure may not be feasible or practical the governing body by **ordinance** may waive the requirements of competitive bidding. A.C.A. § 14-58-303.
- Bids may be taken in writing or through electronic media. A.C.A. § 14-58-303.

Awarding bids can be controversial. The bidding process is usually highly competitive. Pressure can be exerted on all municipal officials. One of the best ways to avoid controversy is to carefully prepare bid specifications.

Careful bid specification will also increase your chances of getting what you want and within your budget. If you need specific options, accessories or particulars, state them clearly in the bid specification. Under no circumstances should the bids be opened prior to -- or reviewed or discussed until after -- the official bid opening. If provided in the specifications, the city may reject any and all bids.

Cities of the second class and incorporated towns have no requirement for bidding for these kinds of purchases, although a city could pass an ordinance to require it.

Here is an exception to the rule: Cities of the first class, second class and incorporated towns must take bids for any public improvements, which include the major repair or alteration or the erection of buildings or other structures or other permanent improvements, exceeding \$35,000 in costs. The law is found at A.C.A. § 22-9-203, which also contains the procedure for taking bids for contracts for public improvements that exceed \$35,000. In order to receive electric media bids under § 22-9-203 a municipality must follow the newly enacted procedure contained in Act 1075 of 2019, which include posting notice online and in the local paper simultaneously.

Please note that A.C.A. § 22-9-203, unlike section 14-58-303, does not contain a provision for the waiving of bids.

Professional Services

Competitive bids are not allowed when cities seek certain professional services. Professional services are defined as contracts for legal, financial advisory, architectural, engineering services, construction management, and land surveying. A.C.A. § 19-11-802. Cities that need professional services should advertise for RFPs (Request for Proposals) or RFQs (Request for Qualifications). The RFP/RFQ should be evaluated considering the qualifications and reputation of each professional firm. Many cities will ask a professional service representative to make an oral presentation to the entire city council prior to its making a selection.

Next, the city selects three qualified firms and then selects the most qualified. A.C.A. § 19-11-804. Once a qualified professional firm has been selected, the city may then negotiate a contract for the desired professional service. If a mutually-agreeable contract cannot be negotiated with the first, most qualified firm, then the city may attempt to negotiate an agreement with the second and then the third firms on the list. A.C.A. § 19-11-805.

Chapter VI

The Freedom of Information Act

The Arkansas Freedom of Information Act (FOIA) (A.C.A. §§ 25-19-101 – 25-19-107), is a law with which all municipal officials should become familiar. Municipal officials who negligently violate the FOIA Act may be found guilty of Class C misdemeanor. In addition, citizens may sue for violations of the Act and, if successful, recover their attorneys' fees.

The primary categories of attention for municipal officials should be:

- Public Records
- Open Meetings
- Executive Sessions

Public Records

"Public Records" are documents that are actually kept or are required by law to be kept and maintained and which record the performance, or lack thereof, of official functions. A.C.A. § 25-19-103. These include the minutes from city council, planning and zoning, civil service, water and sewer, parks and recreation and any other meetings of a committee or commission established by ordinance or appointed by the mayor or city council. In addition, any public record, unless exempted by law, is subject to FOIA. Any citizen of the State of Arkansas may "inspect, copy, or receive copies of public records." A.C.A. § 25-19-105. Citizens do not have to state a reason or purpose in order to inspect city records.

However, a request to inspect the records should be directed to the "custodian of the records" (usually the city clerk or recorder, though this will depend on the type of record requested). The request **does not** have to be in writing. However, it is a wise practice to ask (but not require) that anyone requesting to see or copy city records make the request in writing. This will help protect the city and its officials in case a dispute arises over what was requested. If copies of public records are requested and if it is the policy of the city to charge a fee for copies, then the city may charge the actual costs of reproduction, but may not charge for the time of existing employees.

Open Meetings

All meetings of municipal governing bodies are required to be open to the public. A.C.A. § 25-19-106. Because meetings "shall be public," any person may attend. A quorum of the governing body need not be present for the meeting to be subject to FOIA. For regular city council or other regular city meetings (water and sewer, planning and zoning, parks and recreation and others), notice must be furnished to anyone who requests that information. For emergency or special called meetings, at least two hours' notice must be provided to any news media which have requested to be notified of emergency or special meetings.

Executive Session

The only time the city council may meet and exclude the media and the public is in executive session. Executive sessions are permitted only for the purpose of considering employment, promotion, demotion, disciplinary action or resignation of any public officer or employee. In addition, an executive session is authorized for the discussion of public water system security measures in accordance with A.C.A. §§ 25-19-105(b)(18) and 25-19-106(c)(6).

Actions discussed in executive session become legal only after the city council (or other governing body) ratifies the action with a public vote in open session. Meetings for the purpose of executive session still must be announced publicly. For example, “We are going into executive session to discuss the discipline of an employee.” You do not have to state the employee’s name publicly, however.

Unless the city attorney is being considered for employment, appointment, promotion, demotion or disciplinary action, then he/she may not meet in executive session with the mayor and city council. Likewise the city clerk, city recorder, or town recorder should not be in executive session.

This has been a very brief discussion of a very complicated law. For further information, please refer to the *Arkansas Freedom of Information Handbook* available from the League at (501) 374-3484, or online at arkansasag.gov/media-center/foia/.

Chapter VII

Functions of the Arkansas Municipal League

Purpose

The Arkansas Municipal League, established in 1934, is an agency of the municipalities of Arkansas. The League has a voluntary membership and was created to assist cities with information, services, and representation in the public affairs of our state and nation.

Organization

The Executive Committee is the governing body of the Municipal League. It is composed of 30 members, six officers elected at the annual League convention and 24 additional members appointed by the president. Chosen by the Executive Committee, the executive director is responsible for administering the League’s policies and programs. He selects his staff, and together they work to provide Arkansas municipalities the best in League services.

League Activities

- Annual Conventions—Each year the League sponsors a convention and a conference for officials from across the state. These officials gather to discuss mutual problems, discover new techniques and learn of new developments in local government. Outstanding speakers address officials on subjects of municipal concern. Many legislative issues are discussed at the convention, and the Municipal Policy Statement for the forthcoming year is adopted at the annual business meeting. Of course, no successful convention is all work. The convention delegates and their spouses enjoy the special activities provided for them.
- Other League Meetings—As the need arises, the League conducts training meetings. These special meetings assist municipal officials with current issues affecting them.

League Services

- **Ordinance and Code Services**—The ordinance and code services have become an important function of the League. Officials can request sample ordinances relative to almost any subject of municipal concern. The League also provides codification of city ordinances. Codification arranges your city ordinances into a subject-matter format.
- **Inquiry Service**—All League staff members are available for assisting local officials with problems confronting their municipalities. Frequent questions concerning procedures for new officials and various League programs are answered by telephone, referrals, memorandums, and surveys. Officials seeking information may also visit League headquarters to consult directly with staff members. League staff members also attend council meetings throughout the state, on request, as time permits.
- **Planning Services**—Group seminars and individual consultation are available to League members on various municipal planning projects.
- **Cable Television Franchise Management Service**—This service offers a cable television franchise management through Local Government Services or LGS. The goals of the program are to ensure that local governments have access to the expertise required to negotiate for the benefits and services needed in our communities on reasonable terms and conditions.
- **Grants Service**—A grant locator service is provided for municipalities to simplify the process of locating and obtaining grants. The League has partnered with The Grant Book Company to provide this service for its members through Grant Search Central, the website for The Grant Book Company. Grant Search Central provides up-to-date information about the availability and requirements for literally hundreds of types of government and non-profit grants. The League has partnered with Legacy Consulting to provide members with assessment and evaluation services, the development of a community blueprint and assistance in grant procurement methods. Specific training in garnering needed funds for individual projects, as well as various tools monitoring and evaluating the grant process are available as well.
- **IT Services**—The League's "IT in a Box" provides cities with state-of-the-art information technology tools supported by experienced, highly skilled IT professionals. From backing up data to modernizing your website, we know it's tough for cities to invest in the right technology and hire the best professional expertise to guide them along. But those investments need to happen. Otherwise, your city operations are at risk. With IT in a Box, members receive a modern, user-friendly city website, data backup, and offsite storage to protect your information from a disaster; document protection and easy document retrieval for open records requests; a modern, business-grade email system; 24/7 helpdesk; vendor management; and full management of your servers, desktops, and mobile devices.
- **Loss Control/Emergency Response Program**—The Loss Control/Emergency Response Program provides members with individual loss control assistance and assistance in establishing an emergency preparedness plan. The Loss Control portion of the program offers safety inspections and on-site consultation for Workers' Compensation, Vehicle program, and Property Program participants. In addition, the Loss Control program offers safety-training in various categories such as: personal protective equipment, trench safety, confined space safety, bloodborne pathogens, safety awareness, back safety, and lockout/tagout programs. These programs are taught on location in your municipality. The emergency response portion of the program provides cities with information on how to be prepared for emergencies such as bomb threats, cyber-terrorism, tornadoes, and chemical and biological threats. The League also offers a Loss Control Video Library to our members.
- **Voluntary Certification Program for Municipal Officials**—To increase municipal officials' basic knowledge of local governance, the League has developed an annual curriculum of core courses and continuing education courses. The core courses, offered at League headquarters, cover municipal basics, such as budget preparation and personnel matters. Continuing education topics vary and are offered at the annual Convention and at the annual Winter Conference. City and town officials who

complete 21 hours of classes in a calendar year (15 hours of core courses and six hours of continuing education) achieve the designation of Certified Municipal Official. To maintain certification, officials must complete six hours of continuing education in subsequent calendar years. Municipal officials eligible for the Voluntary Certification Program include mayors, city managers, city administrators, city directors, councilmembers, city clerks, recorders, and treasurers. For those city officials who have completed the 21 hours of core curriculum, officials must annually obtain 6 hours of continuing education to maintain certification status.

Publications and other League Resources

To act as a clearinghouse of information for the cities and towns of Arkansas was one of the original guiding principles of the Arkansas Municipal League, and providing updated and timely information remains a vital part of the League's member services. As such, the League maintains a library of publications covering an array of topics important to cities, from guidance on compliance with the Americans with Disabilities Act, to municipal accounting procedures, to an overview of Arkansas's tort immunity statutes. Most of these publications are available for free in print and are also downloadable from the "Publications" page on League's website, www.arml.org.

City & Town is the official magazine of the Arkansas Municipal League. It has a print readership of nearly 7,000 and is published 12 times a year. It contains features, columns, and other articles of interest to municipal officials. It is also available to read online at www.arml.org/services/publications/city-town.

During each session of the Arkansas General Assembly, members of the League staff analyze the proposed measures that affect the state's municipalities. *The Legislative Bulletin* at www.arml.org is updated daily during sessions and enables city and town leaders to advise their representatives at the state capitol of the local impact of various proposals.

The Handbook for Arkansas Municipal Officials is updated and published every other year after the regular session of the General Assembly. It includes laws that affect Arkansas municipalities and has become an important source of information on which city and town officials depend for guidance.

The Directory of Municipal Officials is another important resource published by the League. It contains a list of League member cities, their officials, city addresses, telephone and fax numbers, emails, and websites. City classification and the county in which the city is located are also included. The League now offers the *Directory of Municipal Officials* as a searchable PDF. Both the print version and the PDF are available at www.arml.org/store.

Group Benefits Programs

The Arkansas Municipal League provides the officials and employees of Arkansas cities and towns with group programs such as the Municipal Health Benefit Fund and the Municipal Officials Accidental Death and Dismemberment Plan. The Municipal Vehicle Program provides low-cost vehicle coverage to member cities and towns.

The Municipal League Workers' Compensation Trust protects municipal workers in more than 480 cities and towns. The League's Volunteer Firefighter Accident Income Protection Plan is a popular League Program available to cities and towns participating in the Workers' Compensation Trust. The Municipal Property Program was established in 1985.

The Municipal Legal Defense Program is another service for League members. A steering committee governs the plan with the executive director and his staff administering the program. Participating municipalities contribute annually amounts based primarily on their population. Through this program, municipalities, municipal officials, and employees are provided protection against lawsuits involving their assets. Cities and towns in this program can also participate in the League's drug testing programs. Cities and towns in the Legal Defense Program may request written and oral legal opinions on municipal law.

The Municipal League Cash/Pension Management Trust is an optional program whereby Arkansas municipalities can place excess cash funds or pension investments in a safe and competitive account that provides excellent liquidity. Participant municipalities join together to invest moneys not currently needed to enhance their investment opportunities and increase investment earnings. In most cases invested funds will be available for withdrawal within 24 hours.

Conclusion

The Arkansas Municipal League serves member cities and towns and addresses their current and future needs. The League has been and will continue to be at the forefront of municipal progress and problem solving as long as Arkansas's municipal officials remain active and maintain it as a viable organization. When the League staff can be of service, please call.



Arkansas Municipal League
P.O. Box 38
North Little Rock, AR 72115-0038

501-374-3484
www.arml.org