Revised Agenda: Item 11

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 24, 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 24, 2023:**
https://us02web.zoom.us/webinar/register/WN_Ql4o-6fqRi-nuGGMVwIU7g

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: January 10, 2023

AGENDA

1. Planning:

1a. **Ordinance accepting a property line adjustment of part of Lot 7, lot 8, 9, 10, and 11 Wilsons Subdivision Bentonville; creating new Lot 20 of Wilsons Subdivision Bentonville to the city of Bentonville,**

Arkansas; and for other purposes (Project Number: PLA22-0038) SW A Street & S. Main Street.

(Pages 11-14)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 8, 9, 10 and 11 and part of Lot 7 of Wilson's Addition, creating new Lot 20 (+/- 3.52 acres) of Wilson's Addition. The plat dedicates additional right-of-way along both SW A street and South Main Street, as well as drainage and utility easements to serve the newly created lot.

1b. **Ordinance accepting a property line adjustment of lots 12 & 13, Block 4 Razorback Addition; creating new Lot 15 of Block 4 Razorback Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0039) SW A Street.**

(Pages 15-18)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 12 & 13, Block 4 of Razorback Addition, creating new Lot 15 (+/- 1.15 acres), Block 4 of Razorback Addition. The plat dedicates additional right-of-way along South Main Street, as well as drainage and utility easements to serve the newly created lot.

1c(1). **Resolution amending the City of Bentonville future land use map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ22-0066) 802 SE G Street.**

(Pages 19-22)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

1c(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-3, Medium-High Density Multifamily Residential to DN-3, Downtown High Density Residential; and for other purposes (Project Number: RZ22-0066) 802 SE G Street.**

(Pages 19-24)

The Planning Commission voted 7-0, recommending approval.

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial

uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area. Intensification is a stated goal of the Community Plan, and it is appropriate along Southeast 8th Street, which is classified as an arterial and will soon be widened to a 4-lane boulevard.

1d. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0070) 1215 Filmore Street.**

(Pages 25-28)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-2 zoning is compatible. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area. The intent of the DN-2 district is to allow for an increased neighborhood density through the development of small-lot multi-family housing and townhouses throughout the district. These areas are found both near Downtown and in some recent growth areas.

This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area. Intensification is a stated goal of the Community Plan, and it is appropriate along Fillmore Street, which is classified as a local street per the master street plan.

1e. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to PRD, Planned Residential Development; and for other purposes (Project Number: PRD22-0004) End of Parnell Road & directly south of 1904 Mayflower Road.**

(Pages 29-43)

The Planning Commission voted 7-0 for the rezoning, recommending approval.

The intent of the PRD district is to encourage the use of Smart Growth principals and Traditional Neighborhood Design, to provide a variety of housing types and densities available to the public, and to promote high quality residential developments while allowing greater flexibility in the design of such developments. The applicant is proposing a Planned Residential Development (PRD) consisting of 17 3-story multi-family structures consisting of 408 total units located central to the site. An additional 18 5-unit townhome structures consisting of 90 total units are proposed between the multi-family structures and the property boundary.

Together, 498 units are proposed on the site, at a create of 14.15 units per acre. Additional amenity and green space located amidst the multi-family structures.

The applicant states they will provide 15% common usable open space. 800 parking spaces are proposed to be provided for the multi-family portion of the project, while each townhome is designed to have a 2-car garage, or a total of 180 off-street parking spaces. As design details materialize, this PRD may need to be amended accordingly. Major amendments to the PRD shall require additional Planning Commission review and approval. See the applicant's attachments for master plan, elevations, and architectural style.

A modified road section for Southwest Bright Road is proposed along the West side of the property in order to continue Bright Road to the North. The modification is due to the existing alignment of Bright Road as it comes into the site from the South. In order to be consistent with the planned location of Bright Road, the applicant is proposing this modified section, a Local Road section to be built along the West side. This would allow Bright Road to continue through the site and would require future development West of this site to finish out Bright Road to a Collector Road section per the Master Street Plan. In addition to extending Bright Road, Southwest Parnell Road will be brought into the site from the East, and new roads will split off from Parnell to the North and South and ultimately complete a loop around the multi-family portion of the project and connect into Bright Road. One private road is proposed that will run parallel to Bright Road between the townhomes and multi-family uses.

This request is not consistent with the Future Land Use Plan without approval of the requested amendment but is consistent with the vision of the Bentonville Community Plan as the property is located within Priority Area 2, Infill which encourages new development along existing public infrastructure. This request is compatible with the surrounding development pattern and is appropriate along Bright Rd., a future collector level street.

Planning Commission Denial of the Future Land Use plan

The Planning Commission denied the future land use map amendment 7-0 to ensure that if the PRD did not proceed as planned, or expired the property would not be entitled for high-density pursuant to the Future Land Use Map.

2. Report from the Housing Affordability Work Group and resolution recognizing the recommendations of the Housing Affordability Work Group; affirming the city's commitment towards finding and implementing attainable housing solutions; and for other purposes. **(Pages 44-111)**

3. Utility Board:

3a. Ordinance to enter into an agreement and waive the requirements of competitive bidding with Henard Utility Products for 5/8" and 1" Badger water meters for $173,400.00, plus applicable taxes. Approved by Utility Board 5-0. This is a budgeted item. **(Pages 112-115)**

3b. Resolution for a bid award through participation in the Sourcewell Cooperative (Co-Op) contract, 032119-JDC to purchase a John Deere 333G Compact Track Loader and MH60D Mulching Head from Stribling Equipment for $159,863.68. Approved by Utility Board 5-0. This is a budgeted item. **(Pages 116-121)**

3c. Resolution to award IFB #22-101 for fiber material to the lowest bidder as shown on the attached bid tabulation in the amount of $358,701.83 plus applicable taxes. Approved by Utility Board 5-0. This is a budgeted item. **(Pages 122-125)**

3d. Resolution to award IFB-22-96 to the lowest responsive and responsible bidder, Crossland Heavy Contractors, Inc. in the amount of $3,298,900.00, and approve a Budget Adjustment in the same amount. The total amount of the Bid Award includes a $200,000.00 Owner Contingency to be used only as needed and approved by the Engineer and City. Utility Board approved 5-0. This requires a budget adjustment and is funded by ARPA monies. **(Pages 126-212)**

3e. Resolution to enter into an Agreement with Garver Engineering, in the amount of $75,000.00 for the Amendment to Professional Services Agreement Project No. 20W01264 (Amendment 2). The original amount of service in Amendment $194,000.00, this adjustment will bring the contract amount to $269,550.00. Utility Board approved 5-0. This requires a budget adjustment and is funded by ARPA monies. **(Pages 213-219)**

4. Public hearing and ordinance vacating multiple Right of Way, Utility and Drainage Easement Vacations requested for Bentonville Plaza Addition (VAC22-0027). **(Pages 220-228)**

5. Public hearing and ordinance vacating Alley Right of Way Vacation requested for Lot 9, Block 3 of Young's Addition (VAC22-0028). **(Pages 229-232)**

6. Resolution to award bid IFB-22-89 to Altec Industries, Inc. for purchase of a 2022 or newer 4x2 Cab and Chassis w/ Altec AT41M/P Telescopic Aerial Device. This is a budgeted item. **(Pages 233-282)**

7. Resolution approving a Change Order for Clinard Construction in the amount of $136,419.05 for the purchase and installation of the bathroom facility at the training tower. This is a budgeted item. **(Pages 283-288)**

8. Resolution for the Mayor and Police Chief to enter into a Mutual Aid Agreement for Police Services with the Northwest Arkansas Community College Department of Police & Public Safety (NWACC-DPS). This agreement shall serve as the written policy required by Arkansas Code Annotated 16-81-106, in the event one or more agencies require assistance from another agency that is a party to this agreement. **(Pages 289-293)**

9. Resolution to recognize a grant from the Mars Petcare Better Cities for Pets program, in the amount of $20,000.00, for the Animal Services Pet Reunification Program. **(Pages 294-296)**

10. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Hight Jackson, in the amount of $318,500.00, plus reimbursable expenses, for design services for the Parks Maintenance Facility. This is a budgeted item. **(Pages 297-315)**

11. Resolution for City Council approval of Change Order #1, in the amount of $16,703.00, to Milestone Construction Company, for utility relocation and additional grading for sidewalk construction along NW 15th Street and Bella Vista Road. This is a budgeted item. **(Pages 316-323)**

12. Ordinance for City Council approval to waive competitive bidding requirements in the amount of $55,000.00 to Overdrive, Inc. for ebook purchases for Bentonville Public Library. This is a budgeted item. **(Pages 324-331)**

13. Resolution authorizing the mayor and the city clerk to amend its agreement with Meyer, Scherer & Rockcastle, Ltd for the renovation and expansion of Bentonville Public Library with site development. Adjusting the 2023 budget to accept $500,000.00 from the Bentonville Library Foundation. This item requires a budget adjustment to accept donated funds. **(Pages 332-337)**

14. Resolution to award Bid IFB-22-95 to Emery Sapp & Sons. Inc. in the amount of $3,855,859.00 for the "Runway 18-36 Widening" at the Bentonville Municipal Airport, Thaden Field, and to approve a Budget Adjustment accepting FAA grant funds for the total awarded amount. This item requires a budget adjustment to recognize grant monies for funding. **(Pages 338-380)**

15. Informational presentation on the options for redistricting the voting wards of the City of Bentonville. **(Pages 381-399)**

City Council Agenda Items

For the City Council Meeting of January 24, 2023

From the January 17, 2023 Planning Commission Meeting

1. Ordinance accepting a property line adjustment of part of Lot 7, lot 8, 9, 10, and 11 Wilsons Subdivision Bentonville; creating new Lot 20 of Wilsons Subdivision Bentonville to the city of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0038) SW A Street & S. Main Street.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 8, 9, 10 and 11 and part of Lot 7 of Wilson's Addition, creating new Lot 20 (+/- 3.52 acres) of Wilson's Addition. The plat dedicates additional right-of-way along both SW A street and South Main Street, as well as drainage and utility easements to serve the newly created lot.

2. Ordinance accepting a property line adjustment of lots 12 & 13, Block 4 Razorback Addition; creating new Lot 15 of Block 4 Razorback Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0039) SW A Street.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 12 & 13, Block 4 of Razorback Addition, creating new Lot 15 (+/- 1.15 acres), Block 4 of Razorback Addition. The plat dedicates additional right-of-way along South Main Street, as well as drainage and utility easements to serve the newly created lot.

3a. Resolution amending the City of Bentonville future land use map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ22-0066) 802 SE G Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

3b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-3, Medium-High Density Multifamily Residential to DN-3, Downtown High Density Residential; and for other purposes (Project Number: RZ22-0066) 802 SE G Street.

The Planning Commission voted 7-0, recommending approval.

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area. Intensification is a stated goal of the Community Plan, and it is appropriate along Southeast 8th Street, which is classified as an arterial and will soon be widened to a 4-lane boulevard.

4. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0070) 1215 Filmore Street.

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5. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agricultural to PRD, Planned Residential Development; and for other purposes (Project Number: PRD22-0004). End of Parnell Road & directly south of 1904 Mayflower Road.

The Planning Commission voted 7-0 for the rezoning, recommending approval.

The intent of the PRD district is to encourage the use of Smart Growth principals and Traditional Neighborhood Design, to provide a variety of housing types and densities available to the public, and to promote high quality residential developments while allowing greater flexibility in the design of such developments. The applicant is proposing a Planned Residential Development (PRD) consisting of 17 3-story multi-family structures consisting of 408 total units located central to the site. An additional 18 5-unit townhome structures consisting of 90 total units are proposed between the

multi-family structures and the property boundary. Together, 498 units are proposed on the site, at a create of 14.15 units per acre. Additional amenity and green space located amidst the multi-family structures.

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Planning Commission Denial of the Future Land Use plan

The Planning Commission denied the future land use map amendment 7-0 to ensure that if the PRD did not proceed as planned, or expired the property would not be entitled for high-density pursuant to the Future Land Use Map.

Consent Agenda Items

For the Planning Commission meeting on January 17, 2023

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

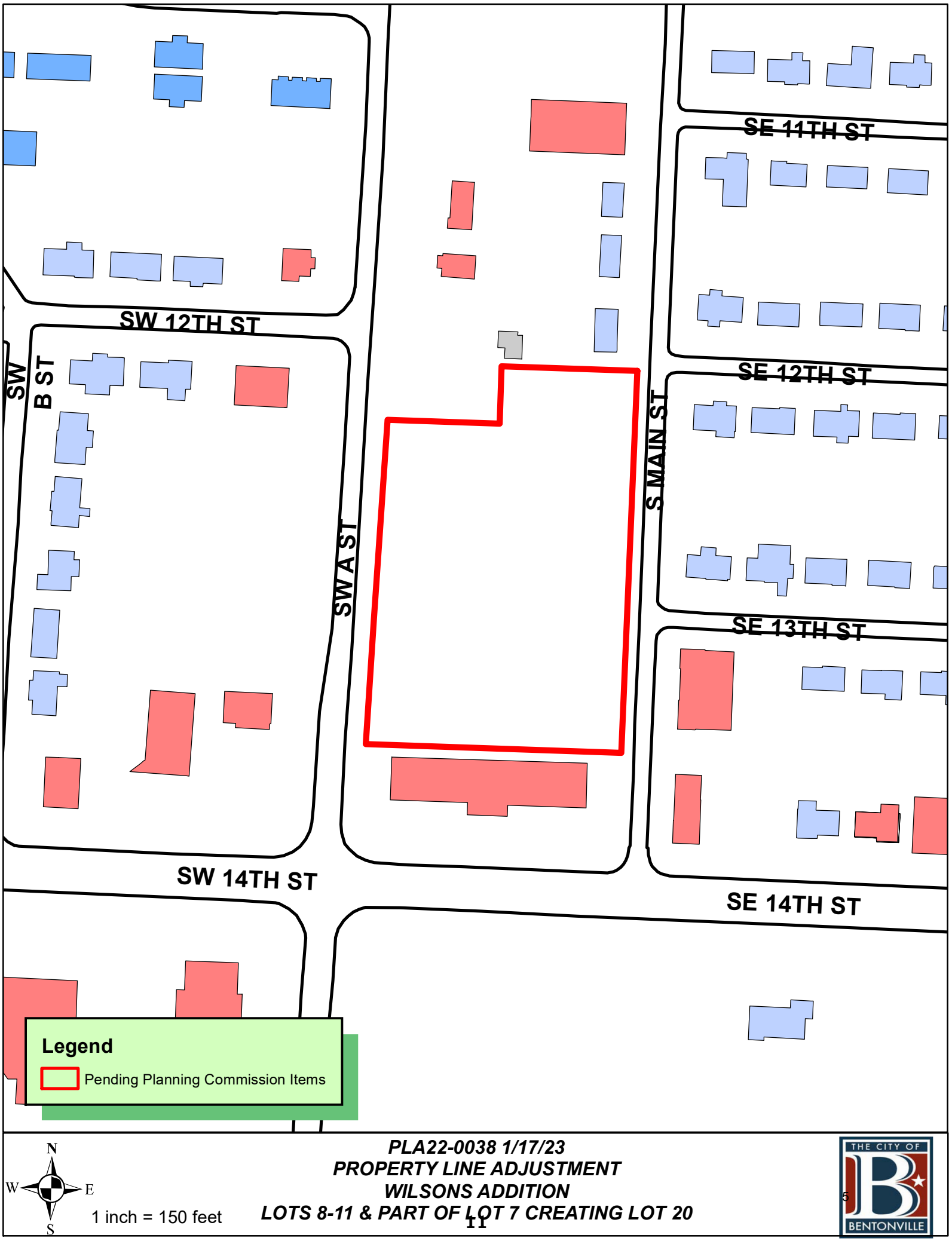
- The descriptions below shall serve as the staff report for each of the proposed consent agenda items.

Property Line Adjustment: Lot 20 of Wilson's Addition, Main & A Connect LLC, Southwest A Street and South Main Street, PRD, Planned Residential Development, *PLA22-0038*

A property line adjustment of existing Lots 8, 9, 10 and 11 and part of Lot 7 of Wilson's Addition, creating new Lot 20 (+/- 3.52 acres) of Wilson's Addition. The plat dedicates additional right-of-way along both SW A street and South Main Street, as well as drainage and utility easements to serve the newly created lot.

Property Line Adjustment: Lot 15, Block 4 of Razorback Addition, Main & A Connect LLC, Southwest A Street, PRD, Planned Residential Development, *PLA22-0039*

A property line adjustment of existing Lots 12 & 13, Block 4 of Razorback Addition, creating new Lot 15 (+/- 1.15 acres), Block 4 of Razorback Addition. The plat dedicates additional right-of-way along South Main Street, as well as drainage and utility easements to serve the newly created lot.



PLA22-0038 1/17/23
PROPERTY LINE ADJUSTMENT
WILSONS ADDITION
LOTS 8-11 & PART OF LOT 7 CREATING LOT 20

PROPERTY LINE ADJUSTMENT OF LOTS 8, 9, 10, 11, AND PART OF LOT 7 OF WILSON'S ADDITION CREATING NEW LOT 20

SHEET 1 OF 2

ADJACENT LAND OWNERS

1) LUTTRELL, ARNOLD L &
JEANNIE K CO-TRUSTEES
3400 SW CABERNET AVE
BENTONVILLE AR 72712
PARCEL #01-04661-000,
#01-01636-000, #01-01639-000
PART OF LOT 7, BLOCK 1
WILSON'S SUBDIVISION,
LOTS 3 & 8 AND PART OF LOT 7
OF CARL H MANLY SUBDIVISION
ZONED: D-C

2) SERRANO, FRANCISCO
PO BOX 1173
ROGERS AR 72757
PARCEL #01-01216-000
PART OF LOT 6, BLOCK 3
BANKS ADDITION
ZONED: R-1

3) PAYNE, DONALD P
& NANCY L
102 SE 12TH ST
BENTONVILLE AR 72712-6312
PARCEL #01-01225-000
PART OF LOT 6, BLOCK 4
BANKS ADDITION
ZONDED: R-1

4) DE VERGES PROPERTIES LLC
1635 E 17TH PL
TULSA OK 74120
PARCEL #01-01226-000
PART OF LOT 6, BLOCK 4
BANKS ADDITION
ZONED: R-1

5) DUNN & DAVIS TOWNHOMES LLC
204 SE 6TH ST STE 202
BENTONVILLE, AR 72712
#01-01234-000 - ZONED D-E
LOT 11, BLOCK 5
BANKS ADDITION
#01-01236-000 - ZONED D-C
LOT 12, BLOCK 5
BANKS ADDITION

6) WELLINGTON SQUARE LLC
1704 W INDUSTRIAL DR STE A
ROGERS AR 72756
PARCEL #01-04667-000
LOT 12 & PART OF LOT 13, BLOCK 1
WILSONS SUBDIVISION
ZONED: D-C

7) MLG HOLDINGS LLC
GRAY, MARVIN L JR MANAGER
PO BOX 2180
BENTONVILLE AR 72712
PARCEL #01-04777-000
PART OF TRACT A
GREENWOODS 1ST ADDITION
ZONED: D-C

8) AUTOZONE INC
DEPT 8088
PO BOX 2198
MEMPHIS TN 38101-2198
PARCEL #01-00655-000
ZONED: D-C

9) MAIN & A CONNECT LLC
204 SE 6TH ST STE 102
BENTONVILLE, AR 72712
PARCEL #01-039-00-002
LOTS 12 & 13, BLOCK 4
RAZORBACK ADDITION
ZONED: D-C

10) K-VEST INC
1200 SW A ST
BENTONVILLE AR 72712-6233
PARCEL #01-03900-001
LOTS 10 & 11, BLOCK 4
RAZORBACK ADDITION
ZONED: D-C

OWNER'S CERTIFICATION:
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:_____

PRINTED NAME: MAIN A & CONNECT LLC BY: _____ SIGNED :_____

MAIN & A CONNECT LLC
204 SE 6TH ST STE 102
BENTONVILLE, AR 72712

SOURCE OF TITLE:
WARRANTY DEED L202236380

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

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED_____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:
I DERRICK THOMAS, 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. 1642 -
STATE OF ARKANSAS

SURVEY DESCRIPTIONS:

PARCELS 01-04662-000, 01-04663-000, 01-04664-000, 01-04665-000, 01-04666-000:
ALL OF LOTS 8, 9, 10, 11, AND PART OF LOT 7 OF WILSON'S ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD A, AT PAGE 103 OF THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF SOUTH MAIN STREET MARKING THE NORTHEAST CORNER OF SAID LOT 7 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S02°22'33"W 499.89' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N88°02'37"W 337.01' TO AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF SOUTHWEST A STREET, THENCE ALONG SAID RIGHT-OF-WAY N03°42'34"E 162.42', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N03°58'17"E 262.95' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY S87°58'47"E 146.39' TO AN EXISTING REBAR, THENCE N01°59'42"E 74.99' TO AN EXISTING REBAR, THENCE S88°01'02"E 180.01' TO THE POINT OF BEGINNING, CONTAINING 3.55 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 20:
A PART OF LOTS 7, 8, 9, 10, AND 11, WILSON'S ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD A, AT PAGE 103 OF THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTH MAIN STREET WHICH IS N88°01'02"W 2.32' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 7 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S02°23'40"W 499.89', THENCE LEAVING SAID RIGHT-OF-WAY N88°02'37"W 334.52' TO AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF SOUTHWEST A STREET, THENCE ALONG SAID RIGHT-OF-WAY N03°42'34"E 162.42', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N03°58'17"E 262.95' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY S87°58'47"E 146.39' TO AN EXISTING REBAR, THENCE N01°59'42"E 74.99' TO AN EXISTING REBAR, THENCE S88°01'02"E 177.69' TO THE POINT OF BEGINNING, CONTAINING 3.52 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BEUD NOTES:
1. 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.
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. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
4. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.

PLAT NOTES:
1. THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

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

3. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND 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. THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

6. NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS. ALL ACCESS MANAGEMENT REQUIREMENTS OF ARTICLE 1100.02 SHALL BE ADHERED TO FOR DEVELOPMENT OF THIS LOT.

PROPERTY OWNER / DEVELOPER:
MAIN & A CONNECT LLC
204 SE 6TH ST STE 102
BENTONVILLE, AR 72712
CONTACT: JACOB NEWELL
479-208-5046

ATLAS PAGE:
403D

SUBSCRIBED AND SWORN BEFORE ME, THIS ___ DAY OF _____, 2022.

_____
NOTARY PUBLIC

FIELD WORK:
JULY 18-20 & AUGUST 5, 2022

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD 83 (2011) - HORIZONTAL DATUM

REFERENCE DOCUMENTS:
1) PLAT OF SURVEY FILED
IN BOOK 2004 AT PAGE 711
2) FINAL PLAT OF WILSON'S SUBDIVISION
FILED IN BOOK A AT PAGE 103
3) FINAL PLAT OF RAZORBACK ADDITION
FILED IN BOOK D AT PAGE 1
4) WARRANTY DEED FILED
IN BOOK L2022 AT PAGE 36380

PROPERTY ZONED:
DC (DOWNTOWN CORE)

BUILDING SETBACK NOTE:
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

T.C.E. NOTE:
PER BOOK 2013, PAGE 55536, A 15' WIDE TEMPORARY CONSTRUCTION EASEMENT EXISTS UNTIL THE COMPLETION OF THE MAIN STREET IMPROVEMENT PROJECT. THE STATUS OF THIS PROJECT IS UNABLE TO BE DETERMINED AT THE TIME OF THIS SURVEY. BY INTERPOLATING BENTON COUNTY AND CITY OF BENTONVILLE GIS MAPS, IT APPEARS THE SAME ROAD CONDITIONS EXIST AT THE TIME OF THIS SURVEY AS THEY DID IN 2012.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONES "A" AND "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS. A PORTION OF THIS PROPERTY IS WITHIN SHADED ZONE "X" PER FEMA'S UPDATED FLOOD MAP THAT REFLECTS LOMR CASE NO. 21-06-0748P. (FIRM PANEL #05007C0255K. DATED 06/ 05/ 2012)

CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#1335
ARKANSAS ENGINEER

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 5TH DAY OF AUGUST, 2022.

REGISTERED
STATE OF ARKANSAS
NO. 1642
DRAFT
SIGNATURE
DERRICK L. THOMAS
PROFESSIONAL LAND SURVEYOR

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

VICINITY MAP

VICINITY MAP NOT TO SCALE

BENTONVILLE PROJECT #PLA22-0038

RECORDING NUMBER/DATE				
REVISION DATE:	12-22-2022	01-09-2022		
REVISION:	REVISED PER 1ST SUBMITTAL COMMENTS	REVISED PER 2ND SUBMITTAL COMMENTS		

BOUNDARY LINE (MEASURED)
PARCEL / LOT LINE
TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
FENCE
UTILITY EASEMENT

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
FOUND 5/8" REBAR
FOUND PIPE
SET 5/8" REBAR/CAP
COMPUTED POINT
SANITARY SEWER MH
CABLE PEDESTAL
TELEPHONE PEDESTAL
ELECTRIC PEDESTAL
GUY ANCHOR
POWER POLE
AC CONDENSER UNIT
YARD HYDRANT
WATER VALVE
WATER METER
TELEPHONE VAULT

Bates & Associates, Inc.
Engineers · Surveyors
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350 · Fax 479.521.9510

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FOR USE AND BENEFIT OF:
EDG

ADDRESS:
S. MAIN STREET
BENTONVILLE, ARKANSAS

DATE: 01/09/23
SCALE: 1"=60'
SURVEYED: CALEB
DRAFTED: AH, JCR
REVIEWED: DT
COA #1335

LOCATION:
LOTS 8, 9, 10, & 11
PART OF LOT 7
WILSON'S ADDITION

SHEET 1 OF 2

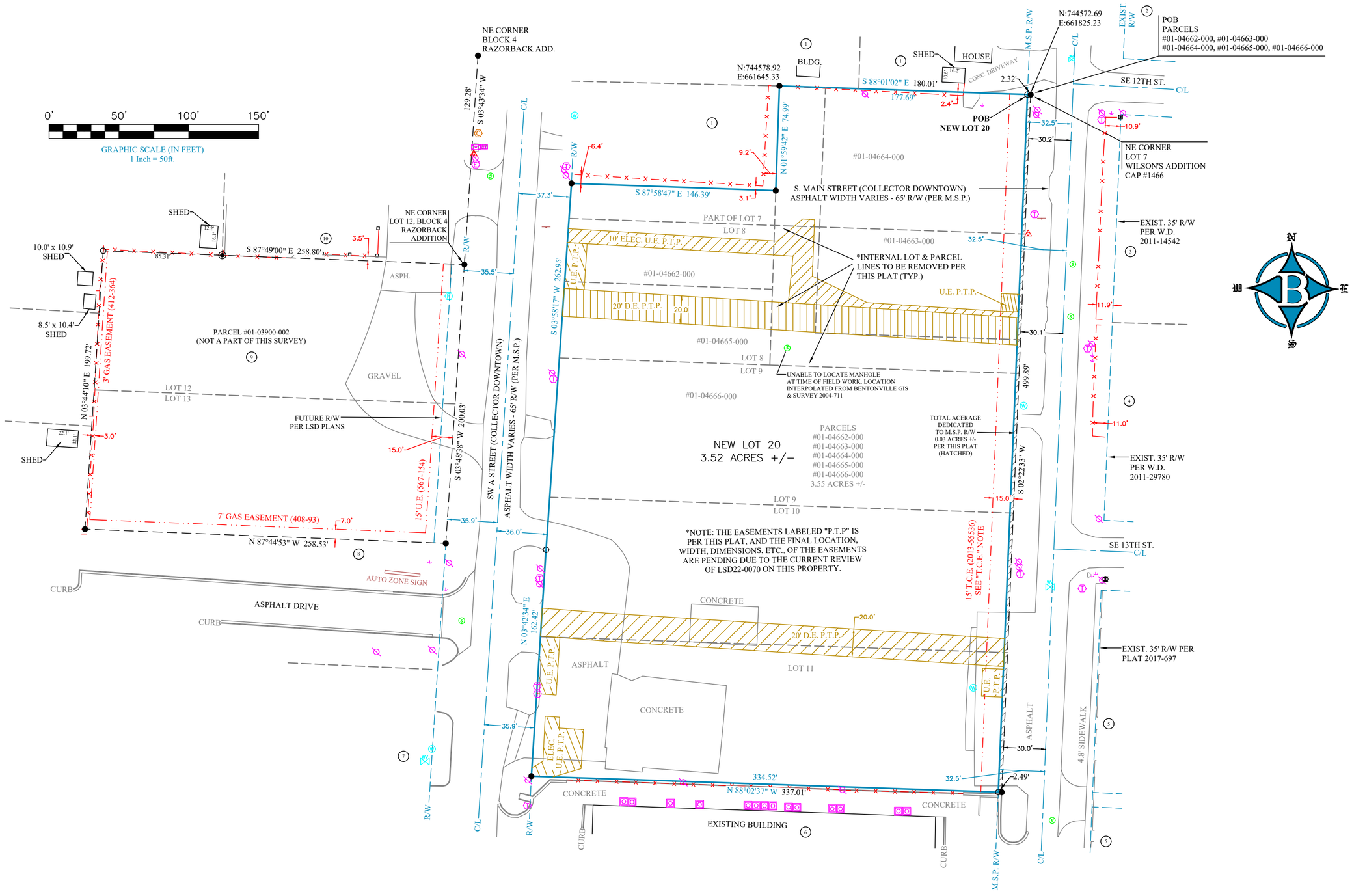
DRAWING #16-47 INC SUB EAST

Exhibit A

PROPERTY LINE ADJUSTMENT OF LOTS 8, 9, 10, 11, AND PART OF LOT 7 OF WILSON'S ADDITION CREATING NEW LOT 20

SHEET 2 OF 2

CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#1335
ARKANSAS ENGINEER



RECORDING NUMBER/DATE

REVISION:	REVISION DATE:	RECORDING NUMBER/DATE
REVISED PER 1ST SUBMITTAL COMMENTS	12-22-2022	
REVISED PER 2ND SUBMITTAL COMMENTS	01-09-2022	

BOUNDARY LINE (MEASURED)
PARCEL / LOT LINE
TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
FENCE
UTILITY EASEMENT

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
FOUND 5/8" REBAR
FOUND PIPE
SET 5/8" REBAR-CAP
COMPUTED POINT
SANITARY SEWER MH
CABLE PEDESTAL
TELEPHONE PEDESTAL
ELECTRIC PEDESTAL
GUY ANCHOR
POWER POLE
AC CONDENSER UNIT
YARD HYDRANT
WATER VALVE
WATER METER
TELEPHONE VAULT

Bates & Associates, Inc.
Engineers · Surveyors
7239 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.3550 · Fax 479.521.5550

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FOR USE AND BENEFIT OF: EDG

ADDRESS: S. MAIN STREET BENTONVILLE, ARKANSAS

DATE: 01/09/23 | SCALE: 1"=50'

LOCATION: LOTS 8, 9, 10 & 11 AND PART OF LOT 7 WILSON'S ADDITION

SURVEYED: | DRAFTED: AH, JCR

CALEB

REVIEWED: DT

COA #1335

SHEET 2 OF 2

DRAWING #15-470 INC SUB EAST

BENTONVILLE PROJECT #PLA22-0038

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF PART OF LOT 7, LOT 8, 9, 10, AND 11 WILSONS SUBDIVISION BENTONVILLE; CREATING NEW LOT 20 OF WILSONS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PLA22-0038)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of PART OF LOT 7, LOT 8, 9, 10, AND 11 WILSONS SUBDIVISION BENTONVILLE; creating new LOT 20 OF WILSONS SUBDIVISION BENTONVILLE to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 17, 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 PART OF LOT 7, LOT 8, 9, 10, AND 11 WILSONS SUBDIVISION BENTONVILLE; creating new LOT 20 OF WILSONS SUBDIVISION BENTONVILLE to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this_____ day of _____, 2023.

APPROVED:

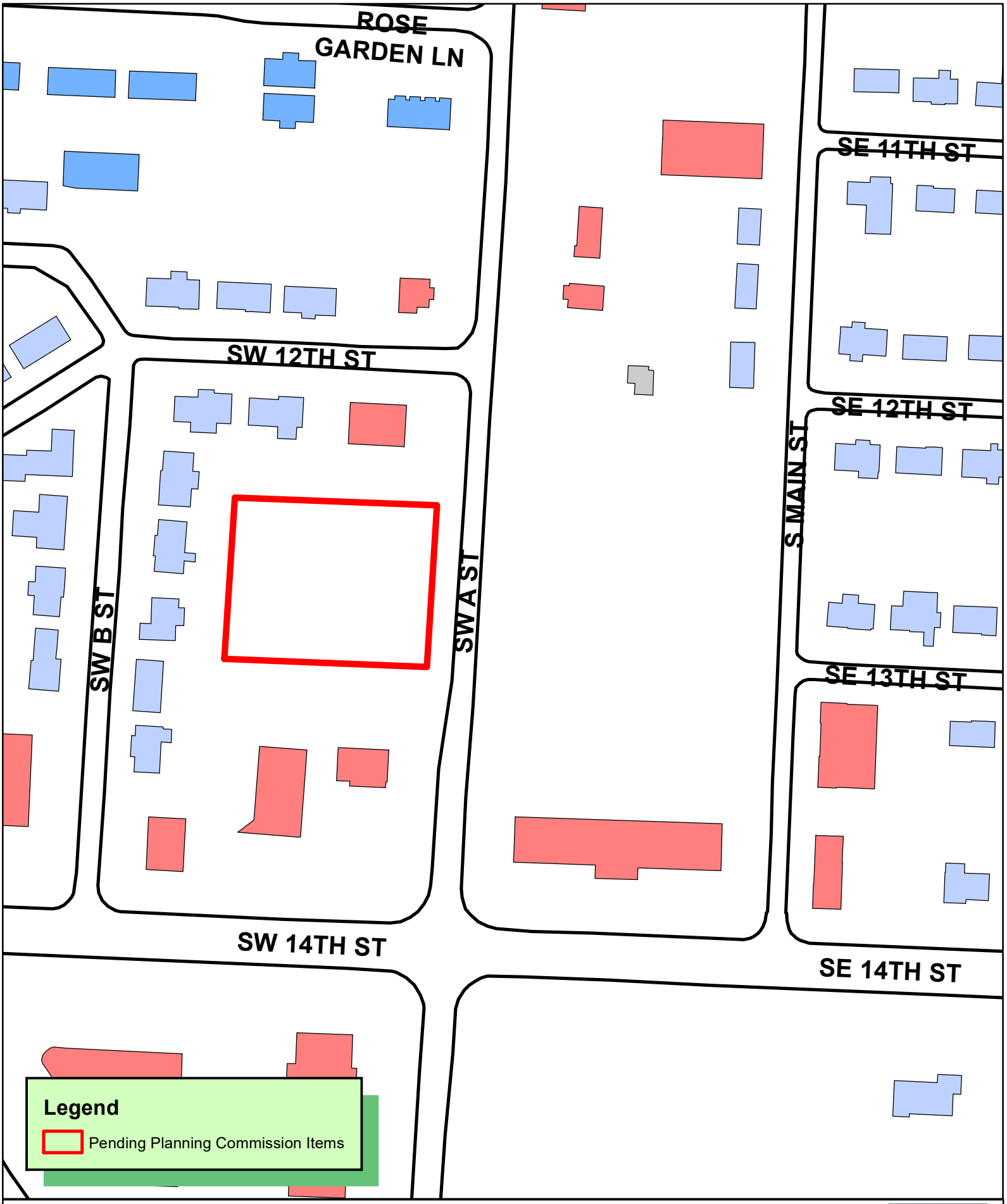
_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk



N
W E
S

1 inch = 150 feet

PLA22-0039 1/17/23
PROPERTY LINE ADJUSTMENT
RAZORBACK ADDITION
LOTS 12-13 BLOCK 4 CREATING LOT 15

THE CITY OF BENTONVILLE

PROPERTY LINE ADJUSTMENT OF LOTS 12 & 13, BLOCK 4 OF RAZORBACK ADDITION CREATING NEW LOT 15, BLOCK 4

SHEET 1 OF 2

ADJACENT LAND OWNERS

1) K-VEST INC
1200 SW A ST
BENTONVILLE AR 72712-6233
PARCEL #01-03900-001
LOTS 10 & 11, BLOCK 4
RAZORBACK ADDITION
ZONED: D-C

2) MAIN & A CONNECT LLC
204 SE 6TH ST STE 102
BENTONVILLEM AR 72712
PARCELS #01-04662-000, #01-04665-000
& 01-04666-000
LOTS 10 & 11 AND PART OF LOTS 7, 8 & 9 BLOCK 1
WILSON'S SUBDIVISION

3) AUTOZONE INC
DEPT 8088
PO BOX 2198
MEMPHIS TN 38101-2198
PARCEL #01-00655-000
ZONED: D-C

4) REPMAN, JINGJING YU
1207 SW B STR
BENTONVILLE, AR 72712
PARCEL #01-03896-000
LOT 5, BLOCK 4
RAZORBACK ADDITION
ZONED: R-1

5) GANN, JANETT
9134 E PLENTYWOOD RD
BENTONVILLE AR 72712-8525
PARCEL #01-03897-000
LOT 6, BLOCK 4
RAZORBACK ADDITION
ZONED: R-1

6) OUTAIN, STEVEN
1203 SW B ST
BENTONVILLE AR 72712-6275
PARCEL #01-03898-000
LOT 7, BLOCK 4
RAZORBACK ADDITION
ZONED: D-C

7) GUTIERREZ, ROBERTO
205 SW 12TH ST
BENTONVILLE AR 72712-6219
PARCEL #01-03900-000
LOT 9, BLOCK 4
RAZORBACK ADDITION
ZONED: D-C

FIELD WORK:
JULY 18-20 & AUGUST 5, 2022

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD 83 (2011) - HORIZONTAL DATUM

REFERENCE DOCUMENTS:
1) PLAT OF SURVEY FILED
IN BOOK 2004 AT PAGE 711
2) FINAL PLAT OF WILSON'S SUBDIVISION
FILED IN BOOK A AT PAGE 103
3) FINAL PLAT OF RAZORBACK ADDITION
FILED IN BOOK D AT PAGE 1
4) WARRANTY DEED FILED
IN BOOK L2022 AT PAGE 36380

PROPERTY ZONED:
DC (DOWNTOWN CORE)

BUILDING SETBACK NOTE:
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

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONES "A" AND "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS. A PORTION OF THIS PROPERTY IS WITHIN SHADED ZONE "X" PER FEMA'S UPDATED FLOOD MAP THAT REFLECTS LOMR CASE NO. 21-06-0748P.
(FIRM PANEL #05007C0255K. DATED 06/ 05/ 2012)

OWNER'S CERTIFICATION (ROBERTS):
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:_____

PRINTED NAME: MAIN A & CONNECT LLC BY: _____ SIGNED :_____

MAIN & A CONNECT LLC
204 SE 6TH ST STE 102
BENTONVILLE, AR 72712

SUBSCRIBED AND SWORN BEFORE ME, THIS ___ DAY OF _____, 2022.

_____
NOTARY PUBLIC

SOURCE OF TITLE:
WARRANTY DEED L202236380

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

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED_____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:
I DERRICK THOMAS, 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. 1642 -
STATE OF ARKANSAS

ATLAS PAGE:
403D

PROPERTY OWNER / DEVELOPER:
MAIN & A CONNECT LLC
204 SE 6TH ST STE 102
BENTONVILLE, AR 72712
CONTACT: JACOB NEWELL
479-208-5046

SURVEY DESCRIPTIONS:

PARCEL # 01-03900-002:
ALL OF LOTS 12 AND 13 IN BLOCK 4 OF THE RAZORBACK ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT BOOK D AT PAGE 1, OF THE BENTON COUNTY RECORDS, BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF SOUTHWEST A STREET MARKING THE NORTHEAST CORNER OF SAID LOT 12 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S03°48'38"W 200.03' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N87°44'53"W 258.53' TO AN EXISTING REBAR, THENCE N03°44'10"E 199.72', THENCE S87°49'00"E 258.80' TO THE POINT OF BEGINNING, CONTAINING 1.19 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 15, BLOCK 4:
A PART OF LOTS 12 AND 13 IN BLOCK 4 OF THE RAZORBACK ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT BOOK D AT PAGE 1, OF THE BENTON COUNTY RECORDS, BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY OF SOUTHWEST A STREET WHICH IS N87°49'00"W 9.03' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 12 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S03°40'16"W 200.01', THENCE LEAVING SAID RIGHT-OF-WAY N87°44'53"W 249.99' TO AN EXISTING REBAR, THENCE N03°44'10"E 199.72', THENCE S87°49'00"E 249.77' TO THE POINT OF BEGINNING, CONTAINING 1.15 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BEUD NOTES:
1. 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.
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. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
4. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.

PLAT NOTES:
1. THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
2. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
3. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND 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. THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
6. NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS. ALL ACCESS MANAGEMENT REQUIREMENTS OF ARTICLE 1100.02 SHALL BE ADHERED TO FOR DEVELOPMENT OF THIS LOT.

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 5TH DAY OF AUGUST, 2022.

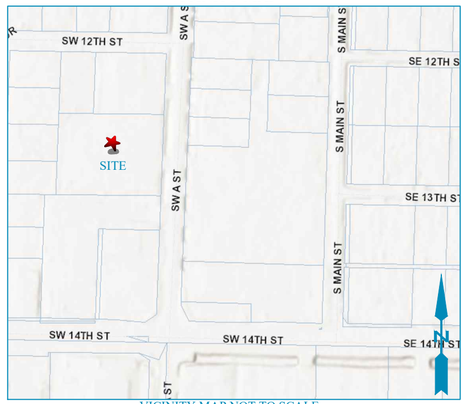
CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#1335
ARKANSAS ENGINEER

REGISTERED
STATE OF ARKANSAS
NO. 1642
SIGNATURE
DERRICK L. THOMAS
PROFESSIONAL LAND SURVEYOR

DRAFT

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

VICINITY MAP



VICINITY MAP NOT TO SCALE

BENTONVILLE PROJECT #: PLA 22-0039

RECORDING NUMBER/DATE				
REVISION DATE:	12-22-2022	01-09-2023		
REVISION:	REVISED PER 1ST SUBMITTAL COMMENTS	REVISED PER 2ND SUBMITTAL COMMENTS		

BOUNDARY LINE (MEASURED)
PARCEL / LOT LINE
TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
FENCE
UTILITY EASEMENT

ELECTRIC PEDESTAL
GUY ANCHOR
POWER POLE
AC CONDENSER UNIT
YARD HYDRANT
WATER VALVE
WATER METER
TELEPHONE VAULT

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
FOUND 5/8" REBAR
FOUND PIPE
SET 5/8" REBAR/CAP
SANITARY SEWER MH
CABLE PEDESTAL
TELEPHONE PEDESTAL

Bates & Associates, Inc.
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FOR USE AND BENEFIT OF:
EDG

ADDRESS:
SOUTHWEST A STREET
BENTONVILLE, ARKANSAS

DATE: 01/09/23
LOCATION:
LOTS 12 & 13
BLOCK 4
RAZORBACK ADDITION

SCALE: 1"=50'
SURVEYED: CALEB
DRAFTED: AH, JCR
REVIEWED: DT
COA #1335

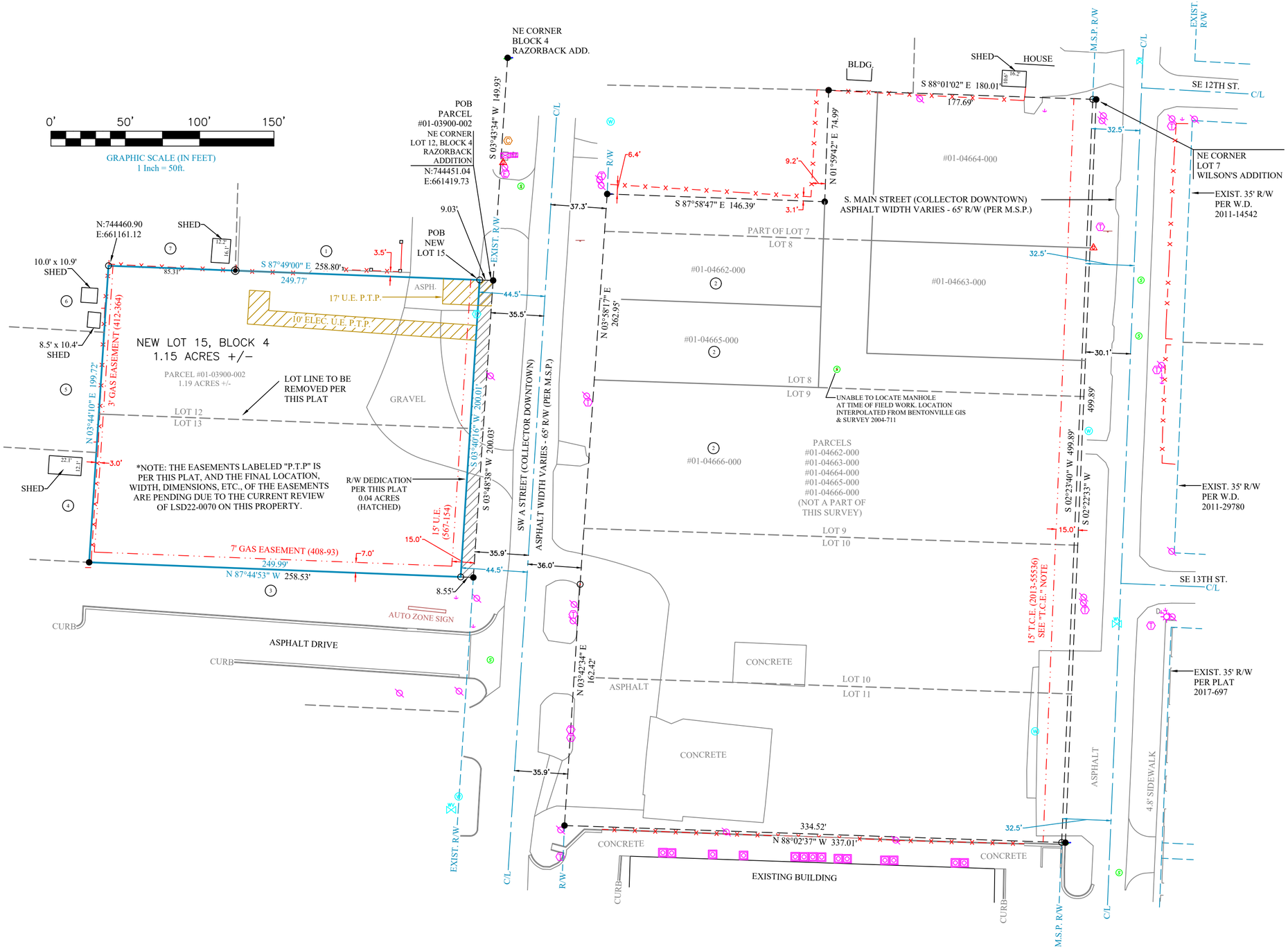
SHEET 1 OF 2

DRAWING #15-470INCSUB WEST

Exhibit A

PROPERTY LINE ADJUSTMENT OF LOTS 12 & 13, BLOCK 4 OF RAZORBACK ADDITION CREATING NEW LOT 15, BLOCK 4

SHEET 2 OF 2



BENTONVILLE PROJECT #: PLA 22-0039

CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#1335
ARKANSAS ENGINEER

RECORDING NUMBER/DATE				
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BOUNDARY LINE (MEASURED)
PARCEL / LOT LINE
TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
FENCE
UTILITY EASEMENT

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
FOUND 5/8" REBAR
FOUND PIPE
SET 5/8" REBAR/CAP
SANITARY SEWER MH
CABLE PEDESTAL
TELEPHONE PEDESTAL
ELECTRIC PEDESTAL
GUY ANCHOR
POWER POLE
AC CONDENSER UNIT
YARD HYDRANT
WATER VALVE
WATER METER
TELEPHONE VAULT

Bates & Associates, Inc.
Engineers · Surveyors
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.5550 · Fax 479.521.5350

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FOR USE AND BENEFIT OF: EDG

ADDRESS: SOUTHWEST A STREET BENTONVILLE, ARKANSAS

DATE: 01/09/23 | SCALE: 1"=50'

LOCATION: LOTS 12 & 13 BLOCK 4 RAZORBACK ADDITION

SURVEYED:	DRAFTED:
CALEB	AH, JCR
REVIEWED: DT	

COA #1335

SHEET 2 OF 2

DRAWING #15-470INCSUB WEST

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 12 & 13, BLOCK 4 RAZORBACK ADDITION; CREATING NEW LOT 15 OF BLOCK 4 RAZORBACK ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PLA22-0039)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 12 & 13, BLOCK 4 RAZORBACK ADDITION; creating new LOT 15 OF BLOCK 4 RAZORBACK ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 17, 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 12 & 13, BLOCK 4 RAZORBACK ADDITION; creating new LOT 15 OF BLOCK 4 RAZORBACK 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:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

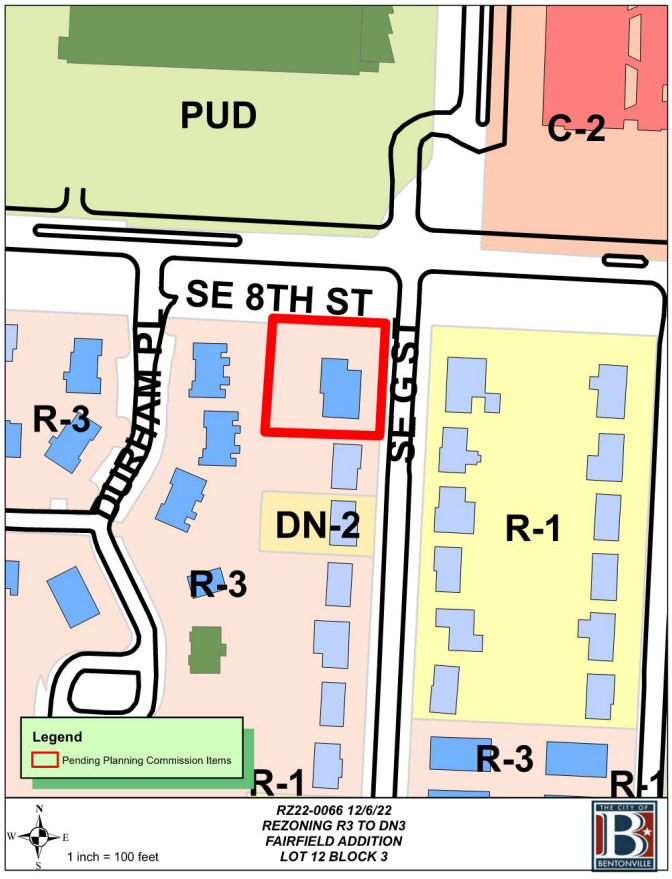
Brightbox LLC

802 Southeast G Street
PC Date: 1/17/2023
Reviewer: Keegan Stanton, Senior Planner, AICP

Project Number	RZ22-0066
Applicant / Current Owner	Brightbox LLC
Site Area	+/- 0.46 acres
Current Zoning	R-3, Medium-High Density Multifamily Residential
Requested Zoning	DN-3, Downtown High Density Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)
Future Land Use Map Requested	High-Density Residential (HDR)
Related Case(s):	None

https://arcg.is/08HvK8

Location Map



Property Description
This request is located at 802 Southeast G Street. Directly adjacent zoning is R-3, Medium-High Multifamily Residential to the South and West, PUD, Planned Unit Development to the North, and R-1, Low Density Single-Family Residential to the East.

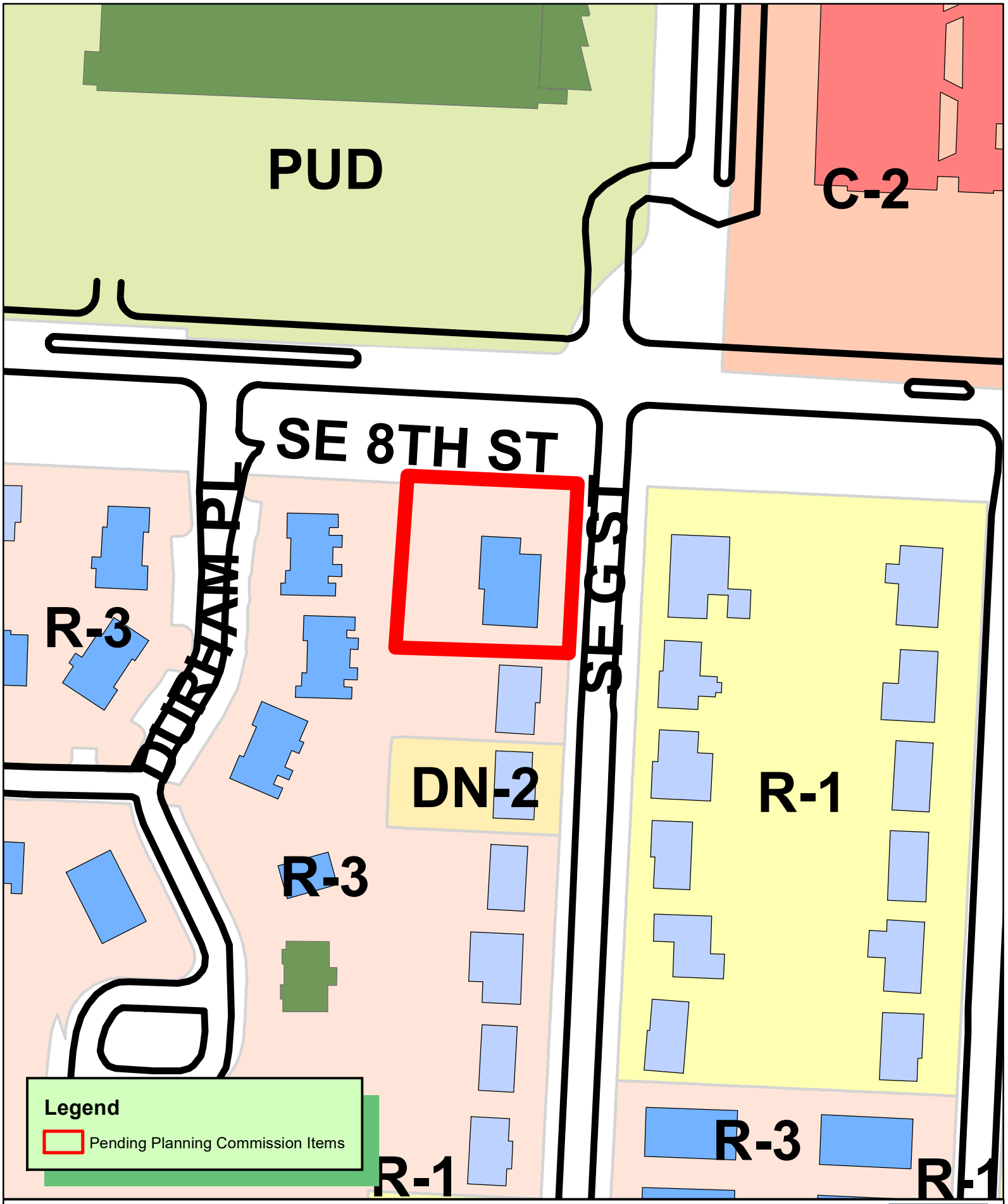
Relationship to the Bentonville Community Plan
The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-3 zoning is not compatible, however, the applicant has requested a future land use map amendment to High-Density Residential. High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

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

Analysis
The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

Conclusion
This request is not consistent with the Future Land Use Map without the approval of the accompanying amendment but is consistent with the surrounding development pattern of the area. Intensification is a stated goal of the Community Plan, and it is appropriate along Southeast 8th Street, which is classified as an arterial and will soon undergo an widening project to a 4-lane boulevard.



N
W E
S

1 inch = 100 feet

RZ22-0066 12/6/22
REZONING R3 TO DN3
FAIRFIELD ADDITION
LOT 12 BLOCK 3

THE CITY OF BENTONVILLE

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM MEDIUM-DENSITY RESIDENTIAL TO HIGH-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ22-0066)

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

> LOT 12, BLOCK 3 FAIRFIELD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD O AT PAGE 351. 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;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 17, 2023 at the Council Chambers of the City of Bentonville;

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

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

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

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

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

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this 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

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0066)

WHEREAS, CEI Engineering, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

> LOT 12, BLOCK 3 FAIRFIELD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD O AT PAGE 351. 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.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 17, 2023 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL.

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2023.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

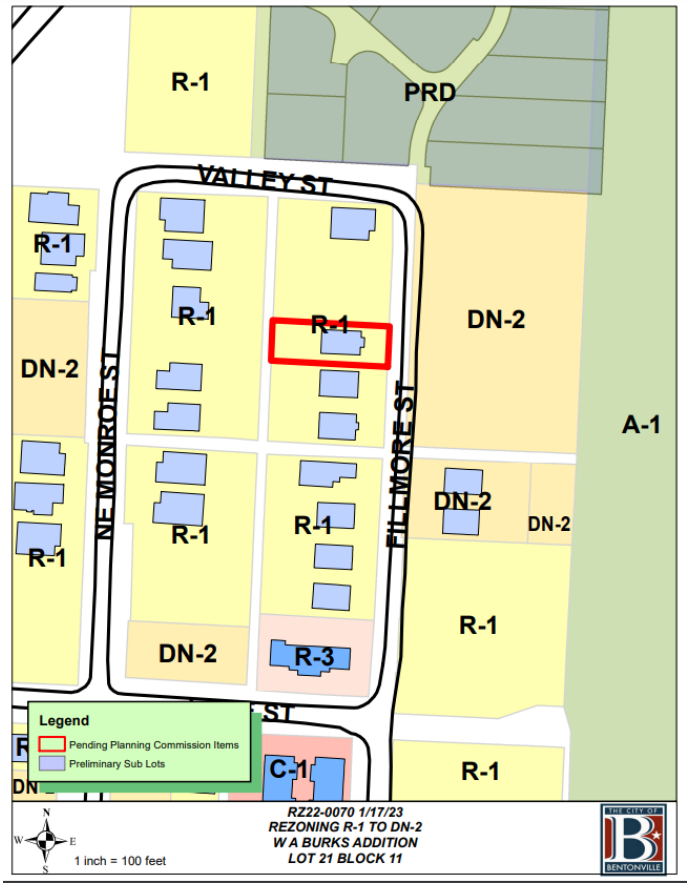
Jacobs Group

1215 Fillmore Street
PC Date: 1/17/2023
Reviewer: Bradley Gavrielides, Planning Technician

Project Number	RZ22-0070
Applicant / Current Owner	Jacobs Group
Site Area	+/- 0.17 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Related Case(s):	None

https://arcg.is/08HvK8

Location Map



Property Description
This request is located at 1215 Fillmore Street. Directly adjacent zoning is R-1, Low-Density Residential to the South, West, and North and DN-2, Downtown Medium-Density Residential to the East.

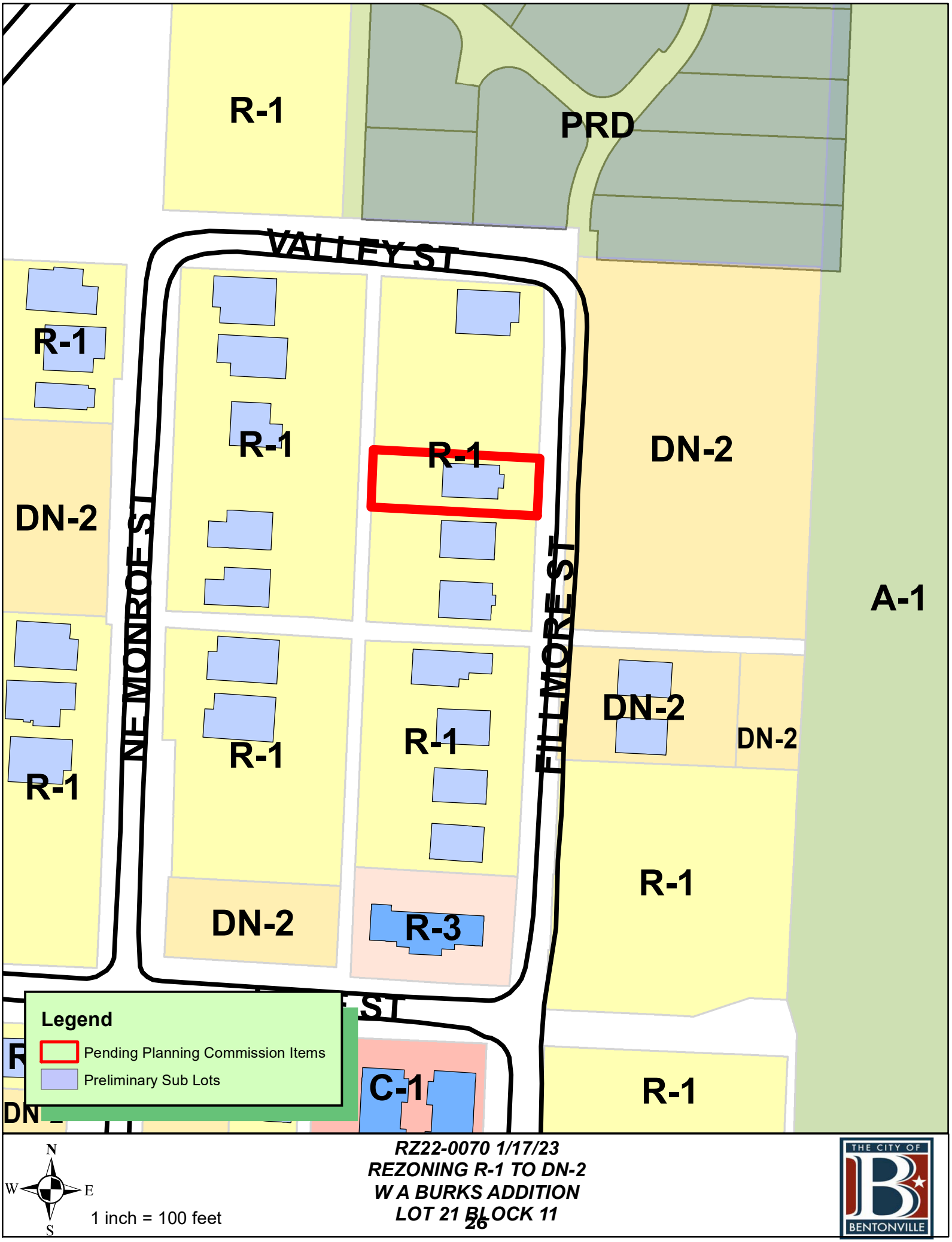
Relationship to the Bentonville Community Plan
The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which DN-2 zoning is compatible. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area prioritizes increasing residential density and upgrading capital projects in the downtown area.

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

Analysis
The intent of the DN-2 district is to allow for an increased neighborhood density through the development of small-lot multi-family housing and townhouses throughout the district. These areas are found both near Downtown and in some recent growth areas.

Conclusion
This request is consistent with the Future Land Use Map and is consistent with the surrounding development pattern of the area. Intensification is a stated goal of the Community Plan, and it is appropriate along Fillmore Street, which is classified as a local street per the master street plan.


R-1
PRD
VALLEY ST
R-1
R-1
R-1
DN-2
DN-2
NE MONROE ST
FILLMORE ST
A-1
R-1
R-1
R-1
DN-2
DN-2
R-1
DN-2
R-3
C-1
R-1
Legend
Pending Planning Commission Items
Preliminary Sub Lots
N
W
E
S
1 inch = 100 feet
RZ22-0070 1/17/23
REZONING R-1 TO DN-2
W A BURKS ADDITION
LOT 21 BLOCK 11
THE CITY OF
BENTONVILLE

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0070)

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

LOT 21, BLOCK 11, W.A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY ARKANSAS, AS SHOWN IN PLAT RECORD A AT PAGE 81 AND IN PLAT RECORD A AT PAGE 119.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 17, 2023 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2023.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Haitham Alley

End of Southwest Parnell Drive and South of 1904 Mayflower Road

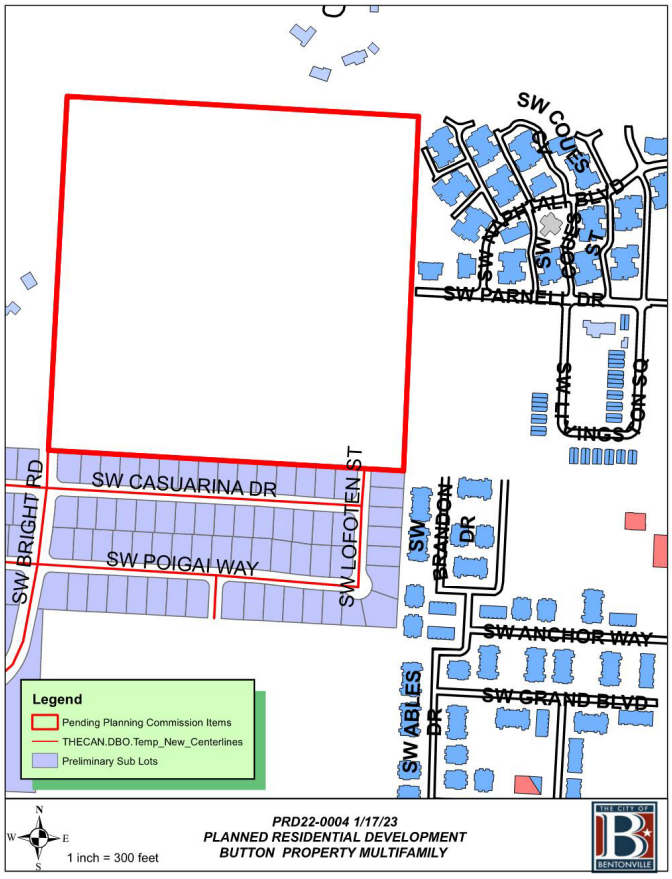
PC Date: 1/17/2023

Reviewer: Keegan Stanton, Senior Planner, AICP

Project Number	PRD22-0004
Applicant / Current Owner	Haitham Alley
Site Area	+/- 39.94 acres
Current Zoning	A-1, Agricultural
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Residential Estate (RE)
Requested Future Land Use Map Designation	High Density Residential (HDR)

https://arcg.is/08HvK8

Location Map



Property Description

This property is a roughly square, approximately 39.94 acre unplatted parcel of land. The property has access to Southwest Parnell Drive, as well as Southwest Bright Road which will be extended North along the West boundary of the site. The property is presently zoned A-1, Agriculture, with a Future Land Use Map designation of Residential Estate.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Residential Estate. Residential estate areas include large detached single-family residential properties at least one acre in size. These areas may also include public uses that support residents.

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

The property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights supporting development along existing public infrastructure investments.

Public Comment

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

Analysis

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

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

The applicant is proposing a Planned Residential Development (PRD) consisting of 17 3-story multi-family structures consisting of 408 total units located central to the site. An additional 18 5-unit townhome structures consisting of 90 total units are proposed between the multi-family structures and the property boundary. Together, 498 units are proposed on the site, at a create of 14.15 units per acre. Additional amenity and green space located amidst the multi-family structures.

The applicant states they will provide 15% common usable open space. 800 parking spaces are proposed to be provided for the multi-family portion of the project, while each townhome is designed to have a 2-car garage, or a total of 180 off-street parking spaces. As design details materialize, this PRD may need to be amended accordingly. Major amendments to the PRD shall require additional Planning Commission review and approval. See the applicant's attachments for master plan, elevations, and architectural style.

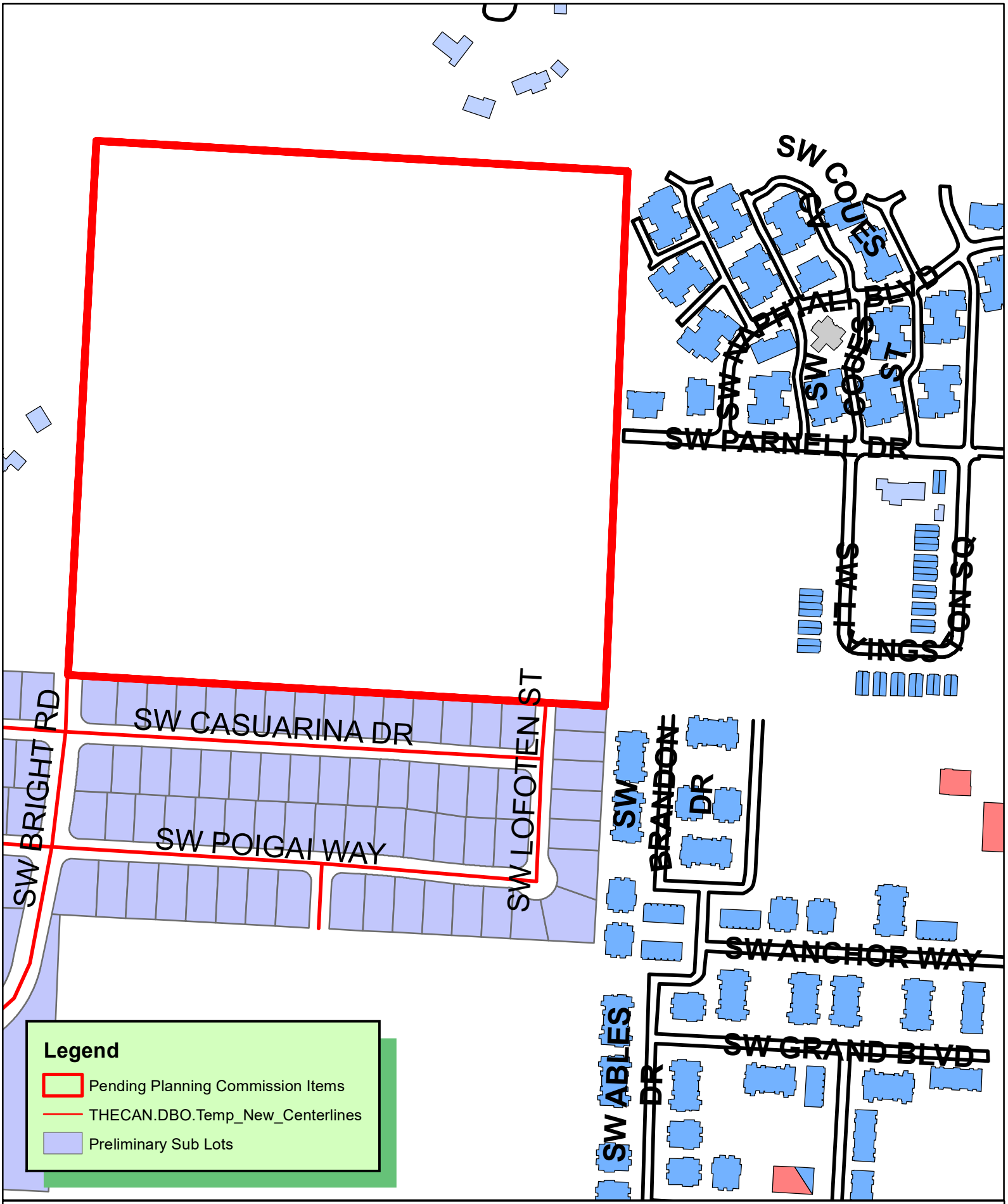
A modified road section for Southwest Bright Road is proposed along the West side of the property in order to continue Bright Road to the North. The modification is due to the existing alignment of Bright Road as it comes into the site from the South. In order to be consistent with the planned location of Bright Road, the applicant is proposing this modified section, a Local Road section to be built along the West side. This would allow Bright Road to continue through the site and would require future development West of this site to finish out Bright Road to a Collector Road section per the Master Street Plan.

In addition to extending Bright Road, Southwest Parnell Road will be brought into the site from the East, and new roads will split off from Parnell to the North and South and ultimately complete a loop around the multi-family portion of the project and connect into Bright Road. One private road is proposed that will run parallel to Bright Road between the townhomes and multi-family uses.

The applicant has included renderings of the design of the structures. These resemble roughly a farmhouse-style design for the multi-family project, and a more contemporary or modern design for the townhomes. The applicant is proposing brick and cement board siding as the principal façade materials. The proposed PRD will be required to conform to Article 1400 Landscaping of the Land Development Code as landscaping requirements are explicitly not permitted to be amended.

Waivers:
There are no waivers requested with the PRD.

Conclusion
This request is not consistent with the Future Land Use Plan without approval of the requested amendment but is consistent with the vision of the Bentonville Community Plan as the property is located within Priority Area 2, Infill which encourages new development along existing public infrastructure. This request is compatible with the surrounding development pattern and is appropriate along Bright Rd., a future collector level street.



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1 inch = 300 feet

PRD22-0004 1/17/23
PLANNED RESIDENTIAL DEVELOPMENT
BUTTON PROPERTY MULTIFAMILY

Exhibit A

OWNER:
BEDROCK COMMERCIAL PARTNERS, LLC
1 Information Way, Suite 300
Little Rock, Arkansas 72202

APPLICANT/ REPRESENTATIVE:
McCLELLEND CONSULTING ENGINEERS, INC
1580 East Stearns Street
Fayetteville, Arkansas 72703
(479) 443-2377

PROPERTY:
PARCEL ID:
18-08645-000

ADDRESS:
1904 MAYFLOWER RD
BENTONVILLE AR 72713

TOTAL AREA:
±39.97 AC

PROPERTY DESCRIPTION:
Real property located in Benton County, Arkansas, to-wit:
Tract 1:
Part of the SE ¼ of Section 1, Township 19 North, Range 31 West, described as beginning at the NW corner of the said SE ¼; thence South 89°29' East 1312.1 feet; thence South 00°18' East 1320 35 feet; thence North 89°24' West 1325.6 feet; thence North 00°17' East1318.3 feet to the point of beginning.

Tract 2:
All our right, title and interest in and to a right-of-way easement dated March 7, 1979, and appearing in Deed Record 538 at Page 846 of the Deed Records of Benton County, Arkansas, for the purposes of ingress and egress across the following-described real property located in Benton County, Arkansas, to-wit:
Part of the SE/4 of Section 1, Township 19 North, Range 31 West, described as follows: Commencing at the SE corner of the said SE/4, run thence North 2640 feet, run thence N 89°27' West 1335.14 feet, run thence S 00°18' East 635 feet for a point of beginning, thence S 00°18' East 50 feet, thence S 89°27' East 1335.14 feet, thence North 50 feet, thence N 89°27' West 1335.14 feet to the point of beginning.

LINE TYPES
- EASEMENT (UTILITY)
- FENCING
- FLOOD HAZARD
- FLOOD WAY
- PROPERTY LINE
- ROAD RIGHT OF WAY (ROW)
- SETBACKS
- SANITARY SEWER
- SIDEWALKS
- WATER

CONSTRUCTION PHASING:
ENTIRE PROJECT IS PLANNED TO BE CONSTRUCTED IN A SINGLE PHASE OF CONSTRUCTION.

POB
UTILITY EASEMENT
DEVELOPER TO WORK WITH CITY DURING LSD TO STUDY INTERACTIONS/ IMPACTS OF ROADWAY, DRAINAGE EASEMENT, AND GREENWAY/ TRAIL (FINAL CONFIGURATION TBD)
35' ROW(HALF OF 70' FUTURE CONNECTOR)
TCE
DRAINAGE AND SEWER EASEMENT
50' MODIFIED LOCAL ROAD SECTION
TWO STORY SHACK ON STILTS
F.F. 1269.54
METAL SHOP BLDG
FLOOD HAZARD ZONE (TO BE EVALUATED UNDER FUTURE FLOODWAY DESIGN)
53' DEDICATED ROW (TO INCLUDE WIDENED SIDEWALK FOR LOOP TRAIL)
20 FT UTILITY EASEMENT
DETENTION AREA
POSSIBLE FUTURE CONNECTION TO HUNTWICK STREET
PERIMETER FENCING
GREENWAY/ TRAIL
LOOP TRAIL (IN WIDENED ROW)
GREEN SPACE
PRIVATE DRIVE
VEHICULAR GATE
ALL GREEN SPACES (INCLUDING WITHIN THE CITY ROW) TO BE MAINTAINED BY PROPERTY MANAGEMENT
PERIMETER FENCING (TO BE UNDER SEAPARATE PERMIT FROM LSD OR OVERALL BUILDING PERMIT)
AMENITIES/ RETAIL/ GREEN SPACE
EXISTING WATER
MONUMENT SIGN
EXISTING SEWER
20' UTILITY EASEMENT
35' DEDICATED ROW(HALF OF 70' FUTURE CONNECTOR)
50' MODIFIED LOCAL ROAD SECTION (44'-6" ROW FROM BACK OF SIDEWALK TO BACK OF CURB)
WATER METER AND SEWER MANHOLE IN GREENSPACE TO CONNECT PRIVATE SERVICES FOR ALL APARTMENT BUILDINGS
TOWN HOME REAR YARD SETBACK
UTILITY EASEMENT
POSSIBLE FUTURE CONNECTION TO GREENWAY TRAIL
PERIMETER FENCING
LOOP TRAIL
53' DEDICATED ROW
SETBACK AT GARAGE
6' TALL 4" DIAM IRON PIPE FENCE POST
25' REAR YARD SETBACK
EXISTING SEWER
EXISTING WATER
50' DEDICATED ROW
NORTH

1 MASTER SITE PLAN
1" = 100'-0"

BUILDING TYPE	COUNT ESTIMATE	ACRES	UNITS / ACRE	PARKING	SETBACKS			
					FRONT	INTERIOR	EXTERIOR	REAR
APARTMENT BUILDING	408	20.57	19.8	800 =/-	25'	TBD	25'	25'
TOWNHOMES	90	14.63	6.15	2 CAR GAR.	30'	TBD	20'	25'
TOTAL	498	35.2	14.15					

PARCEL ID: 18-08645-000
BUTTON, MICHAEL J & DOROTHY L TRUSTEES
1904 MAYFLOWER RD
BENTONVILLE AR 72713
DEED: L202241795
1741077.01 SQ. FT., ±39.97 ACRES
ZONE: UNINCORPORATED

PRD22-0004

DESIGN + CONSTRUCTION INTEGRATION
Design & Construction Integration, LLC
1 Information Way
Suite 300
Little Rock, AR 72202
501-376-0017
www.dci-services.com

SW PARNELL ROAD PLANNED RESIDENTIAL DEVELOPMENT
1904 MAYFLOWER RD, BENTONVILLE
ARKANSAS
Project number: 0990
Project Issue Date: 12-09-2022

MASTER SITE PLAN

A101
Scale: As indicated

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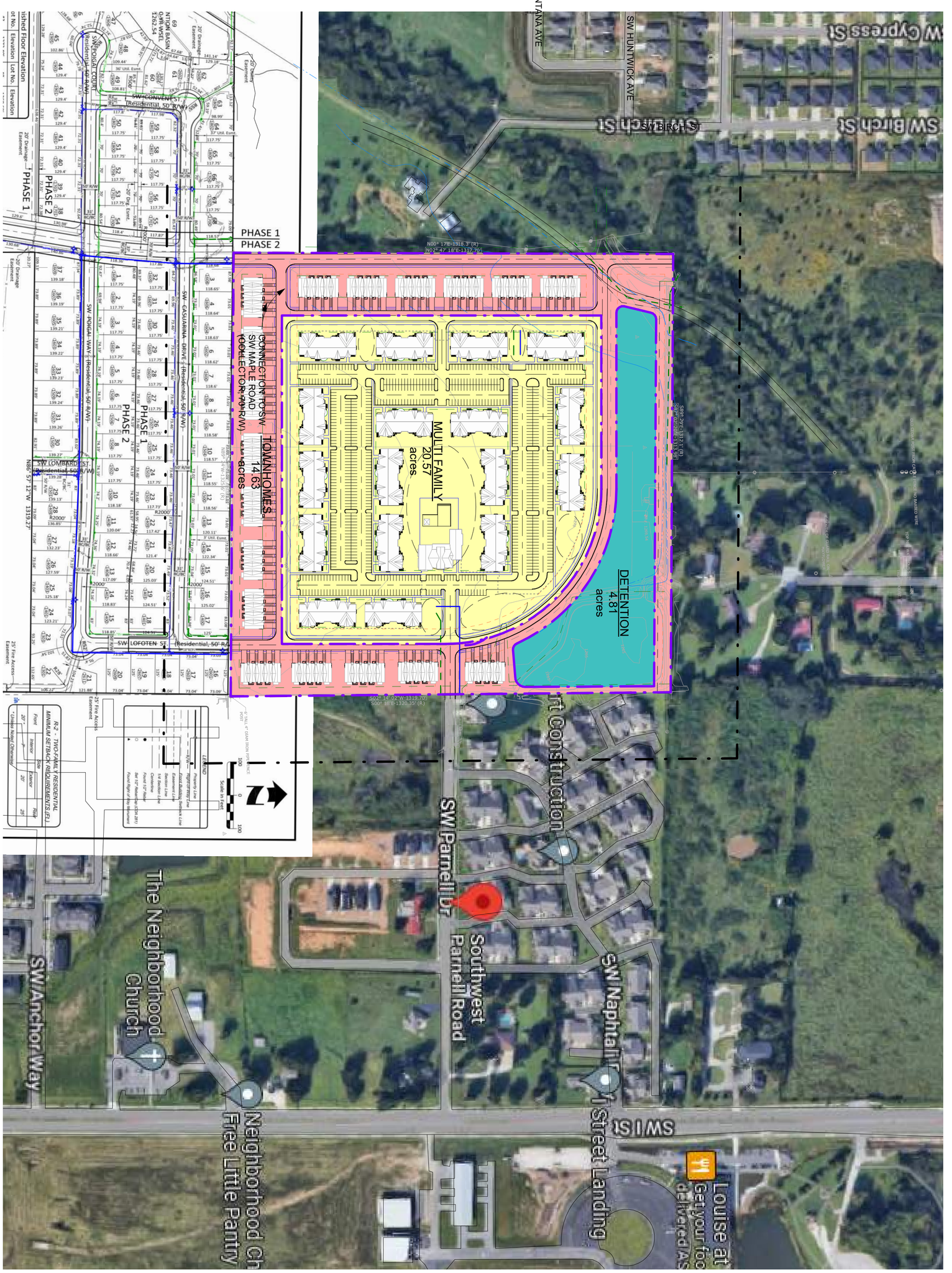


1 Level 1
1" = 200'-0"

PRD22-0004

33

SW PARNELL ROAD PLANNED RESIDENTIAL DEVELOPMENT

1904 MAYFLOWER RD, BENTONVILLE
ARKANSAS
Project number: 0990

Project Issue Date: 12-09-2022

AREA PLAN

A102

Scale: 1" = 200'-0"

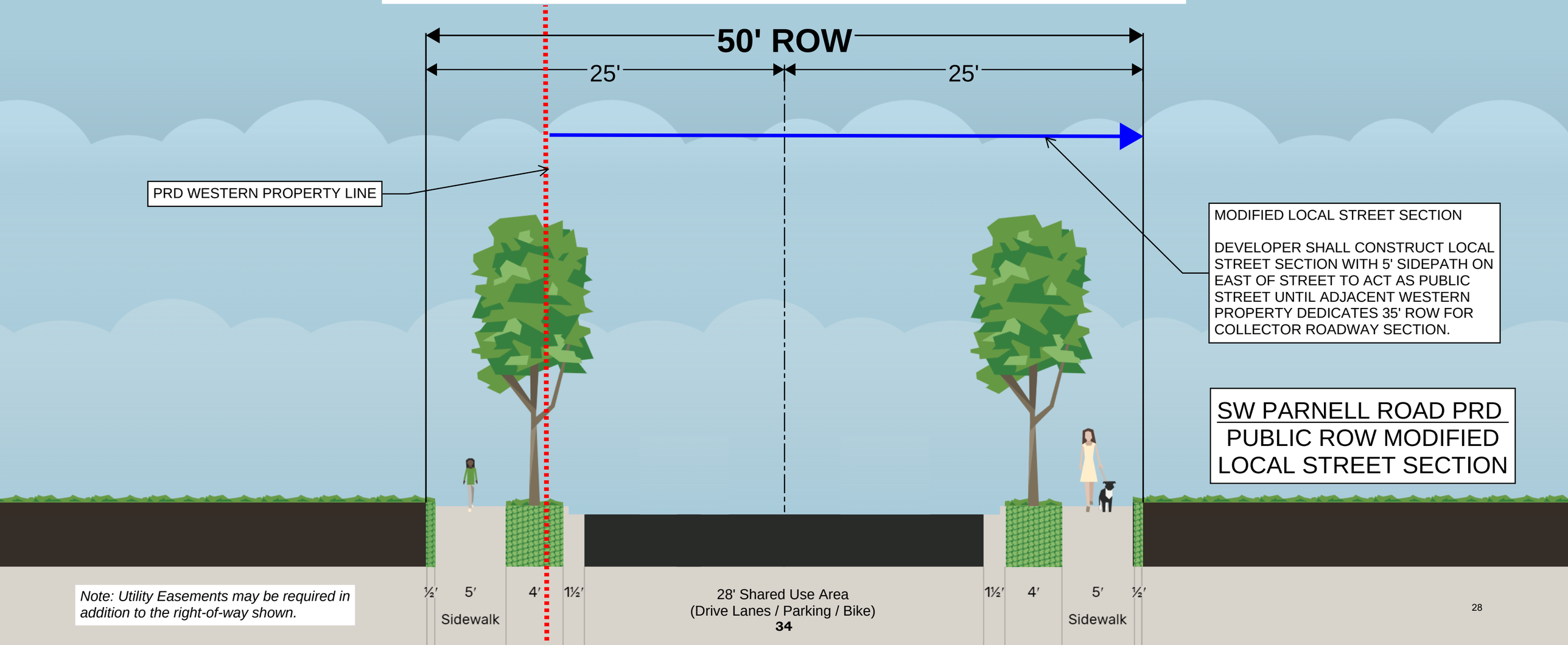
Design & Construction Integration, LLC

1 Information Way
Suite 300
Little Rock, AR 72202

501-376-0017
www.dci-services.com

DESIGN + CONSTRUCTION INTEGRATION

Local with Shared Use



Note: Utility Easements may be required in addition to the right-of-way shown.

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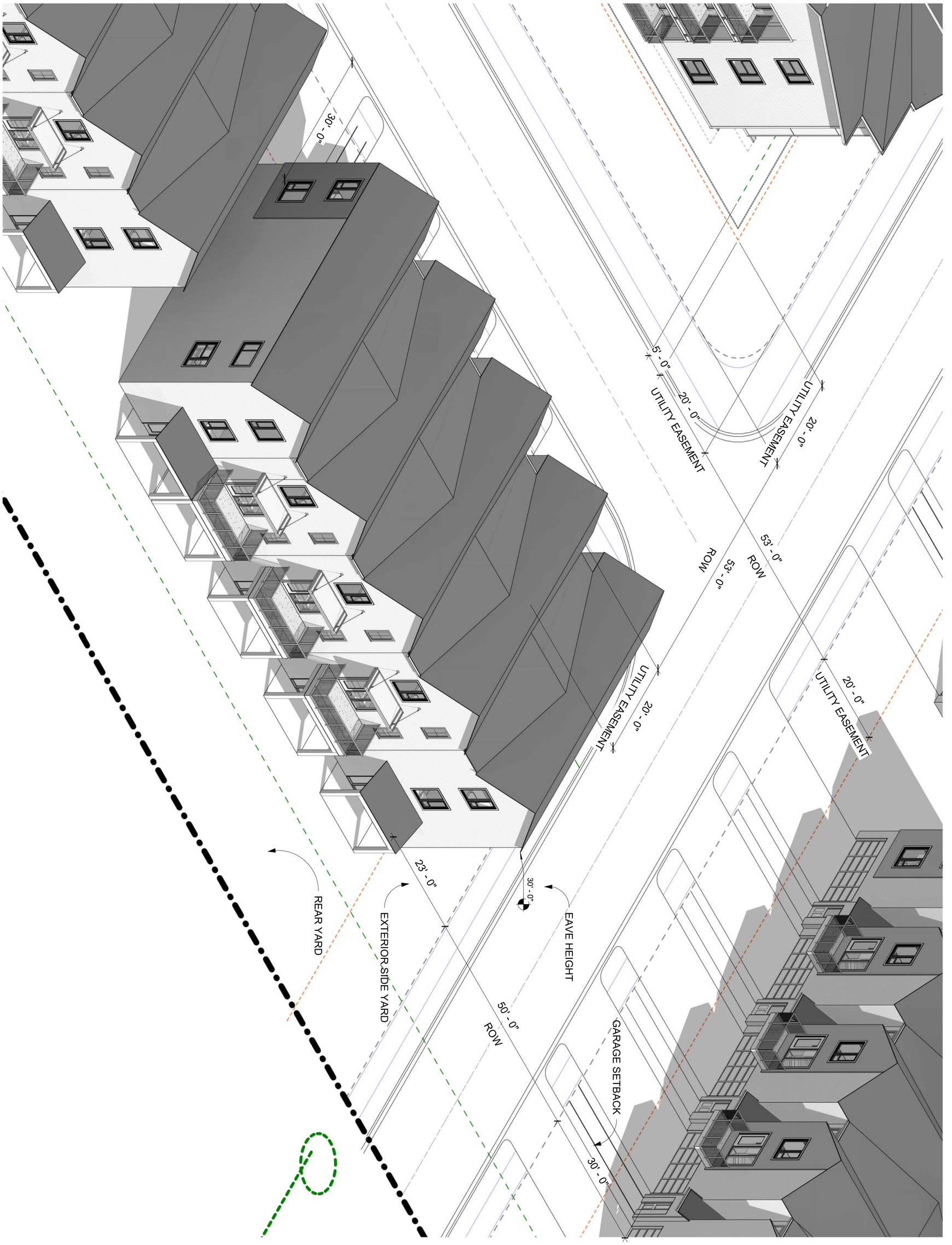
1 TOWNHOME



PRD22-0004

A103

Scale: 29

TOWNHOME PROTOTYPE

SW PARNELL ROAD PLANNED RESIDENTIAL DEVELOPMENT

1904 MAYFLOWER RD, BENTONVILLE
ARKANSAS
Project number: 0990

Project Issue Date: 12-09-2022

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Suite 300
Little Rock, AR 72202

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www.dci-services.com

DESIGN + CONSTRUCTION INTEGRATION

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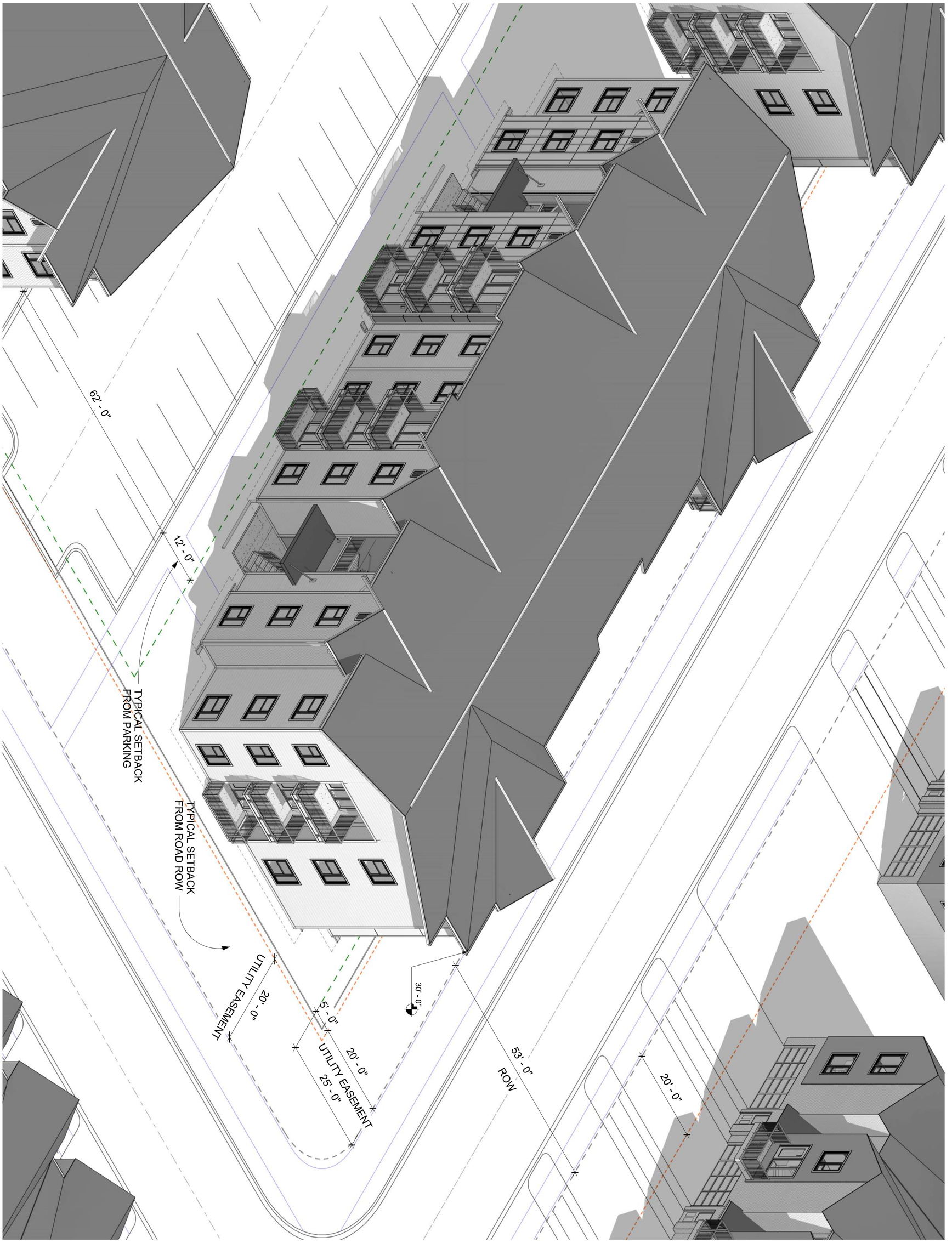
1 MULTI-FAMILY



PRD22-0004

SW PARNELL ROAD PLANNED RESIDENTIAL DEVELOPMENT

1904 MAYFLOWER RD, BENTONVILLE
ARKANSAS
Project number: 0990

Project Issue Date: 12-09-2022

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DESIGN + CONSTRUCTION INTEGRATION

A104

Scale: 30

MULTI FAMILY PROTOTYPE

MATERIALS LIST (ALL STRUCTURES):

BRICK (20% MIN.)
CEMENT BOARD (70% MAX.)
GLASS AND GLAZING (15% +/-)
ARCHITECTURAL SHINGLES
PREFINISHED METAL GUTTERS AND DOWNSPOUTS

3

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SW PARNELL ROAD PLANNED RESIDENTIAL DEVELOPMENT
1904 MAYFLOWER RD, BENTONVILLE ARKANSAS
Project number: 0990
Project Issue Date: 12-09-2022

MULTI FAMILY CONCEPT IMAGERY

A105
Scale: 31

PRD22-0004

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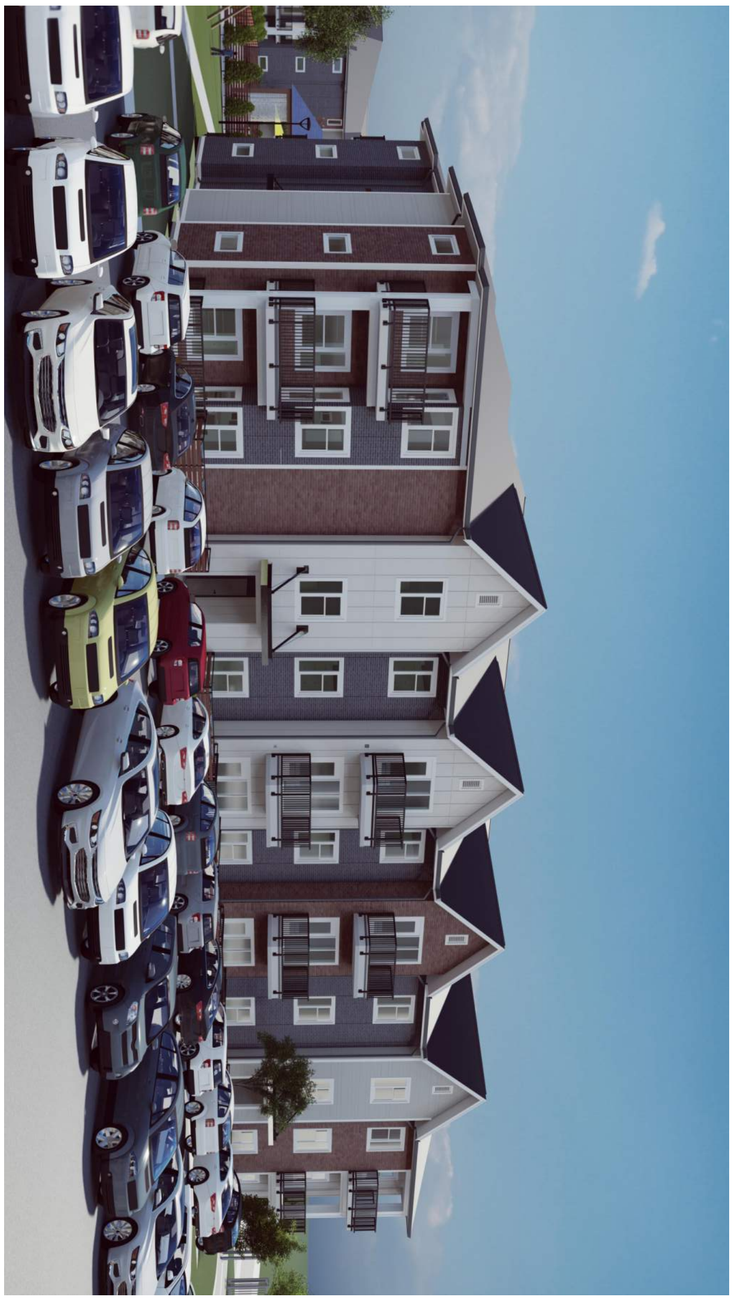

38

PRD22-0004

A106

Scale: 32

MULTI FAMILY CONCEPT IMAGERY

SW PARNELL ROAD PLANNED RESIDENTIAL DEVELOPMENT

1904 MAYFLOWER RD, BENTONVILLE
ARKANSAS
Project number: 0990

Project Issue Date: 12-09-2022

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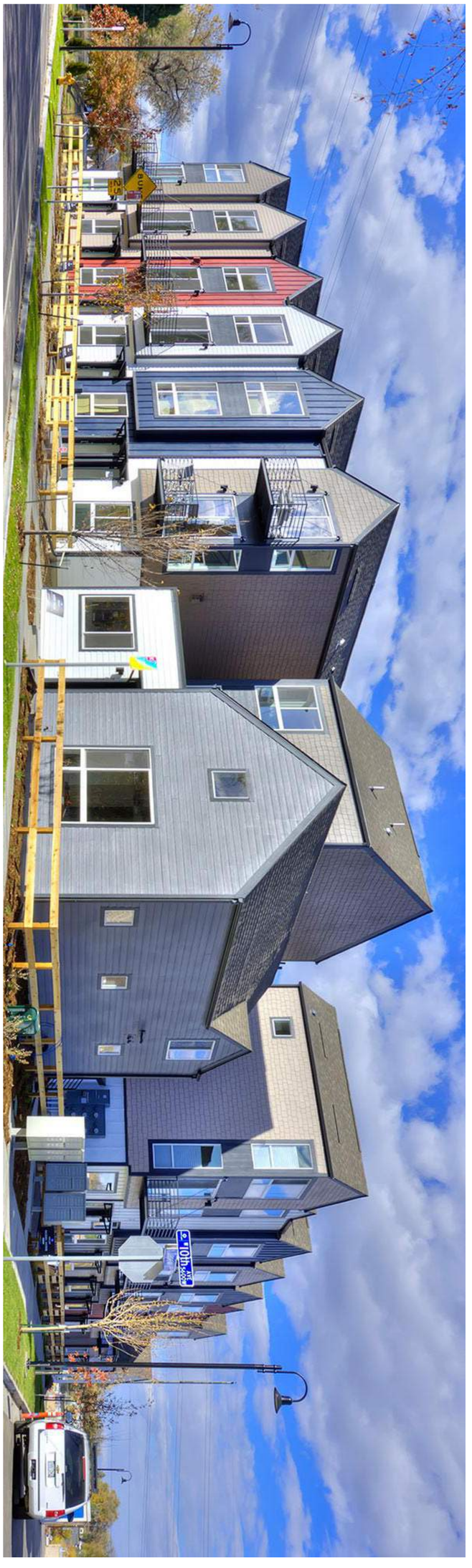


39

PRD22-0004

A107

Scale: 33

TOWNHOME CONCEPT IMAGERY

SW PARNELL ROAD PLANNED RESIDENTIAL DEVELOPMENT

1904 MAYFLOWER RD, BENTONVILLE
ARKANSAS
Project number: 0990

Project Issue Date: 12-09-2022

Design & Construction Integration, LLC

1 Information Way
Suite 300
Little Rock, AR 72202

501-376-0017
www.dci-services.com

DESIGN + CONSTRUCTION INTEGRATION

BOUNDARY & TOPOGRAPHIC SURVEY OF BENTON COUNTY PARCEL 18-08645-000, PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTONVILLE, ARKANSAS

PROPERTY DESCRIPTION PER WARRANTY DEED L202241795:

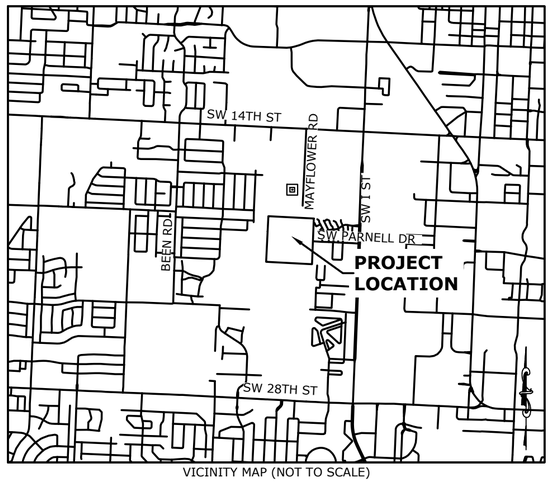
TRACT 1:

PART OF THE SE 1/4 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST, DESCRIBED AS BEGINNING AT THE NW CORNER OF THE SAID SE 1/4; THENCE SOUTH 89°29' EAST 1312.1 FEET; THENCE SOUTH 00°18' EAST 1320.35 FEET; THENCE NORTH 89°24' WEST 1325.6 FEET; THENCE NORTH 00°17' EAST 1318.3 FEET TO THE POINT OF BEGINNING.

TRACT 2:

ALL OUR RIGHT, TITLE AND INTEREST IN AND TO A RIGHT-OF-WAY EASEMENT DATED MARCH 7, 1979, AND APPEARING IN DEED RECORD 538 PAGE 846 OF THE DEED RECORDS OF BENTON COUNTY, ARKANSAS, FOR THE PURPOSES OF INGRESS AND EGRESS ACROSS THE FOLLOWING-DESCRIBED REAL PROPERTY LOCATED IN BENTON COUNTY, ARKANSAS, TO-WIT:

PART OF THE SE/4 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF THE SAID SE/4, RUN THENCE NORTH 2640 FEET, RUN THENCE N 89°27' WEST 1335.14 FEET, RUN THENCE S 00°18' EAST 635 FEET FOR A POINT OF BEGINNING, THENCE S 00°18' EAST 50 FEET, THENCE S 89°27' EAST 1335.14 FEET, THENCE NORTH 50 FEET, THENCE N 89°27' WEST 1335.14 FEET TO THE POINT OF BEGINNING.



VICINITY MAP (NOT TO SCALE)

SURVEY 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:

   EASEMENT, 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. THE FOLLOWING DOCUMENTS WERE PROVIDED BY J.M. ELK TITLE SERVICES, LLC AND WERE REVIEWED AS A PART OF THIS SURVEY: PLATS: 2003-851, D-33, Z3-30, D-83, P2-702, 0-306, V-307, 2007-548, 2014-453, 2015-524, 2017-175, L201947974. WARRANTY DEED L202241795, DRAINAGE AND SEWER EASEMENT 2010-6673, DRAINAGE AND SEWER EASEMENT 2010-6669, DRAINAGE EASEMENT 2008-23194.

3. THIS PLAT REPRESENTS A BOUNDARY SURVEY OF PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST AS DESCRIBED IN WARRANTY DEED L202241795 AT THE COURTHOUSE IN BENTON COUNTY, ARKANSAS.

4. BASIS OF BEARINGS: NAD83, ARKANSAS STATE PLANE NORTH ZONE US FOOT, CONVERGENCE ANGLE: -1° 17' 53.87" AT A FOUND 5/8" REBAR AT THE NORTHWEST CORNER OF THE SE 1/4 OF SAID SECTION 1.

5. BASIS OF ELEVATION: NAVD88.

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

7. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.

8. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY AND IS NOT TRANSFERABLE TO ANY ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

9. THIS PROPERTY IS AN UNINCORPORATED ISLAND WITHIN THE BOUNDS OF THE CITY OF BENTONVILLE, ARKANSAS.

10. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED NOR CONSIDERED AS A PART OF THIS SURVEY.

11. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON SUCH ABOVE GROUND STRUCTURES AS WERE VISIBLE AT THE TIME OF SURVEY, AND/OR FROM RECORD DRAWINGS PROVIDED TO THE SURVEYOR. THE LOCATION OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE UNDERGROUND UTILITIES/STRUCTURES.

12. 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.

13. FLOOD HAZARD (BY GRAPHICAL PLOTTING ONLY) - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR BENTON COUNTY, ARKANSAS AND INCORPORATED AREAS, MAP 05007C0255K, MAP REVISED JUNE 5, 2012, PART OF THIS PROPERTY LIES WITHIN ZONE AE, SPECIAL FLOOD HAZARD WITH BASE FLOOD ELEVATION (BFE).

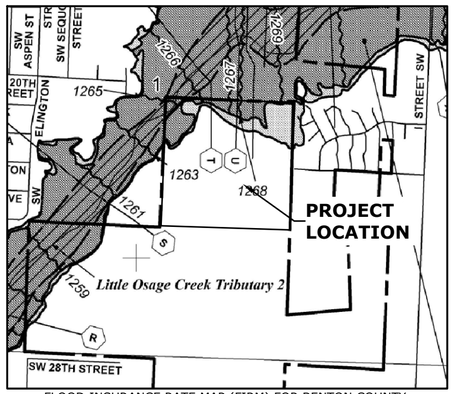
OWNER:
BUTTON, MICHAEL J & DOROTHY L
TRUSTEES
1904 MAYFLOWER RD
BENTONVILLE AR 72713

THIS IS TO CERTIFY TO:
BUTTON, MICHAEL J & DOROTHY L TRUSTEES, THAT ON OCTOBER 31, 2022, A SURVEY WAS COMPLETED UNDER MY SUPERVISION ON THE HEREON DESCRIBED PROPERTY.

LICENSED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
No. 1894
SIGNATURE
DAVID V. BUFF

01/09/2023

DAVID BUFF,
ARKANSAS PS #1894



FLOOD INSURANCE RATE MAP (FIRM) FOR BENTON COUNTY, ARKANSAS AND INCORPORATED AREAS, MAP 05007C0255K MAP REVISED JUNE 5, 2012

UTILITY LOCATE
TICKET # 220913-2110

UTILITIES NOTIFIED
AT&T ARKANSAS
CITY OF BENTONVILLE
CITY OF BENTONVILLE ELECTRIC
BLACK HILLS CORPORATION
COX COMMUNICATIONS

CERTIFICATE OF AUTHORIZATION
McCLELLAND CONSULTING ENGINEERS, INC.
No. 24
ARKANSAS ENGINEER

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

BOUNDARY & TOPOGRAPHIC SURVEY
OF BENTON COUNTY PARCEL 18-08645-000,
PART OF THE NORTHWEST QUARTER (NW1/4)
OF THE SOUTHEAST QUARTER (SE 1/4)
OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST,
BENTONVILLE, ARKANSAS

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811 Know what's below. Call before you dig.

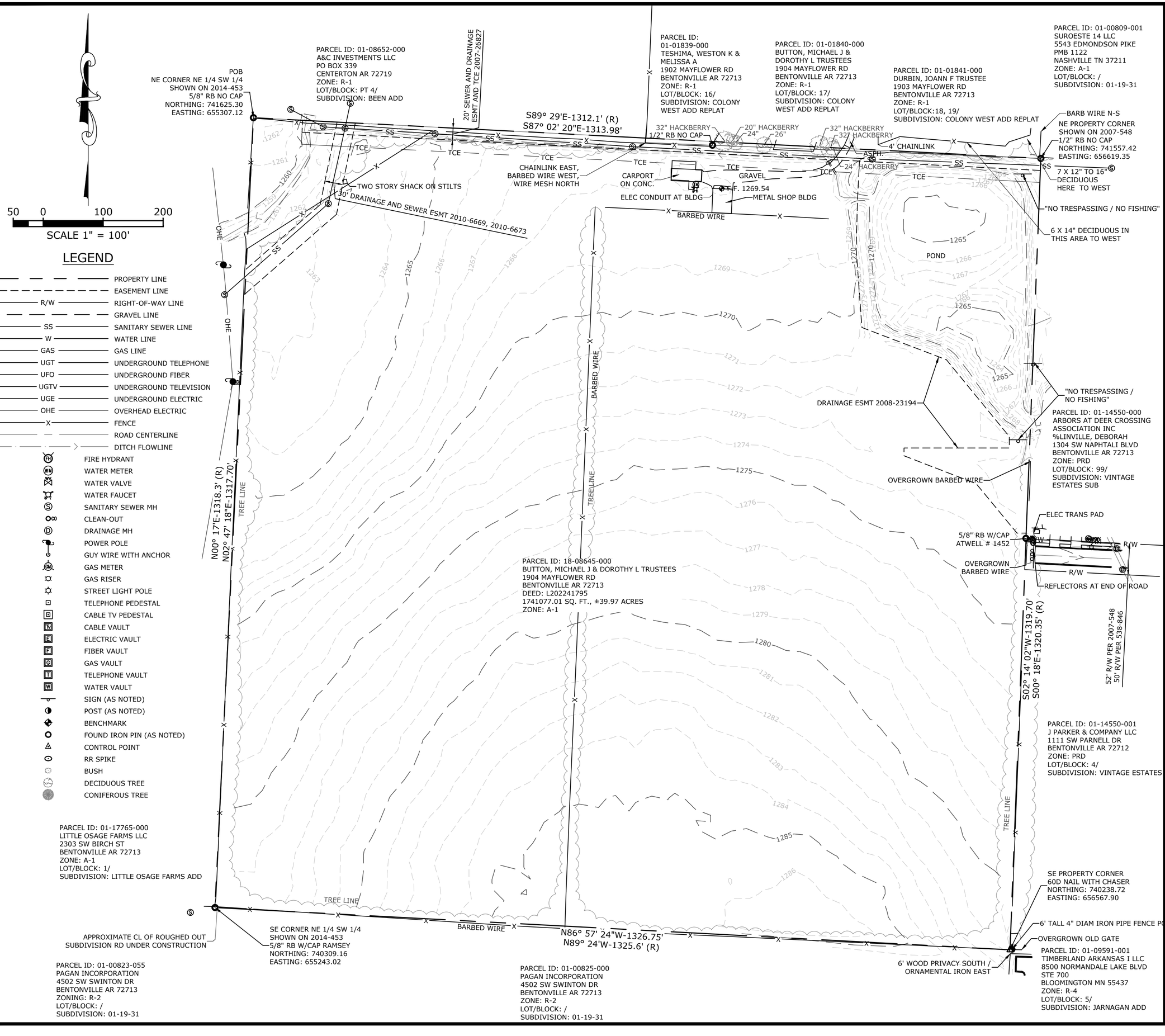
REVISIONS	DESCRIPTION	DATE	REV

BOUNDARY & TOPOGRAPHIC SURVEY

PROJ. MANAGER:	DRAWN BY:
DB	DB
DATE:	REVISION:
10/31/2022	
SCALE:	PROJ. NUMBER:
AS NOTED	222164

1/2

W:\2022\22-2164 BENTONVILLE, AR SW PARNELL RD 40-ACRE RESIDENTIAL DEVELOPMENT - BENTONVILLE\SURVEY\BOUNDARY\DRAFTING\222164 BOUNDARY TOPOGRAPHIC SURVEY.DWG



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

BOUNDARY & TOPOGRAPHIC SURVEY
OF BENTON COUNTY PARCEL 18-08645-000,
PART OF THE NORTHWEST QUARTER (NW1/4)
OF THE SOUTHEAST QUARTER (SE 1/4)
OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST,
BENTONVILLE, ARKANSAS

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REVISIONS	DESCRIPTION	DATE	REV

BOUNDARY & TOPOGRAPHIC SURVEY

PROJ. MANAGER:	DRAWN BY:
DB	DB
DATE:	REVISION:
10/31/2022	
SCALE:	PROJ. NUMBER:
AS NOTED	222164

2/2

W:\2022\22-2164 BENTONVILLE, AR SW PARNELL RD 40-ACRE RESIDENTIAL DEVELOPMENT - BENTONVILLE\SURVEY\BOUNDARY\DRAFTING\222164 BOUNDARY TOPOGRAPHIC SURVEY.DWG

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO PRD, PLANNED RESIDENTIAL DEVELOPMENT; AND FOR OTHER PURPOSES (PROJECT NUMBER: PRD22-0004).

WHEREAS, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, AGRICULTURAL to PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

> REAL PROPERTY LOCATED IN BENTON COUNTY, ARKANSAS, TO-WIT: TRACT 1: PART OF THE SE ¼ OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST, DESCRIBED AS BEGINNING AT THE NW CORNER OF THE SAID SE ¼; THENCE SOUTH 89°29' EAST 1312.1 FEET; THENCE SOUTH 00°18' EAST 1320 35 FEET; THENCE NORTH 89°24' WEST 1325.6 FEET; THENCE NORTH 00°17' EAST1318.3 FEET TO THE POINT OF BEGINNING. TRACT 2: ALL OUR RIGHT, TITLE AND INTEREST IN AND TO A RIGHT-OF-WAY EASEMENT DATED MARCH 7, 1979, AND APPEARING IN DEED RECORD 538 AT PAGE 846 OF THE DEED RECORDS OF BENTON COUNTY, ARKANSAS, FOR THE PURPOSES OF INGRESS AND EGRESS ACROSS THE FOLLOWING-DESCRIBED REAL PROPERTY LOCATED IN BENTON COUNTY, ARKANSAS, TO-WIT:PART OF THE SE/4 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF THE SAID SE/4, RUN THENCE NORTH 2640 FEET, RUN THENCE N 89°27' WEST 1335.14 FEET, RUN THENCE S 00°18' EAST 635 FEET FOR A POINT OF BEGINNING, THENCE S 00°18' EAST 50 FEET, THENCE S 89°27' EAST 1335.14 FEET, THENCE NORTH 50 FEET, THENCE N 89°27' WEST 1335.14 FEET TO THE POINT OF BEGINNING.. ;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 17, 2023 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, AGRICULTURAL to PRD, PLANNED RESIDENTIAL DEVELOPMENT.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, AGRICULTURAL to PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with the city zoning laws and state laws.

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

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	**1/24/2023**
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):*

Report from the Housing Affordability Work Group and resolution recognizing the recommendations of the Housing Affordability Work Group; affirming the city's commitment towards finding and implementing attainable housing solutions; and for other purposes.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☑ No

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

BENTONVILLE HOUSING AFFORDABILITY WORKGROUP

- Much of Bentonville's workforce struggles to find affordable housing within the city.
- The workgroup spent a year digging into the causes, as well as a solution: Project ARROW.
- Project ARROW is a process that is actively managed by the City to increase the affordable housing units within Bentonville.

In partnership with City of Bentonville staff, Bentonville City Council, local developers, City of Bentonville Planning Commissioners, social service providers, philanthropic institutions, and Bentonville residents

EXECUTIVE SUMMARY

The City of Bentonville continues to demonstrate its leadership in Northwest Arkansas by tackling one of the most pressing issues facing its workforce: Affordable Housing. The housing crisis is decades old, stemming from the region's explosive growth that began in the 1990s. But more recent developments—such as the impact of the COVID-19 pandemic on the local economy, interest rates being raised repeatedly by the Federal Reserve to curb inflation, and major employers like Walmart and Tyson Foods recruiting ever more new employees to the region or relocating existing ones to their home offices—have elevated the problem to historic heights. Recent analyses show that Fayetteville, AR (and, by extension, the rest of the region) is the most competitive small rental market in the United States[1] and that home prices in Northwest Arkansas are climbing faster than anywhere else in the country.[2]

Tasked with developing a plan to address this crisis, the Bentonville Housing Affordability Workgroup—in partnership with City of Bentonville staff, members of the Bentonville City Council, local developers, City of Bentonville Planning Commissioners, social service providers, philanthropic institutions, and Bentonville residents—set an aggressive timeline for completion, due to the urgency of the need. Over the course of 12 months, the workgroup has achieved its three primary goals:

1. Bringing clarity to what is really meant by "affordable housing".
2. Building an extensive data set to both understand the current housing landscape and to unlock issues that will need to be addressed. These data include best practices from across the nation that the City can "adopt and adapt" to the unique characteristics of Bentonville.
3. Developing a City-driven process—***Project ARROW***—with active management will achieve fast action, motivating developers to build the housing that is needed, generating wins for the City, our businesses, the developers, and, most importantly, the workforce of Bentonville.

This document serves as a ***Final Report*** of the findings and recommendations of the workgroup and as an ***Implementation Guide*** for the community in order to understand and drive forward solutions to the affordable housing crisis.

[1] https://www.rentcafe.com/blog/rental-market/market-snapshots/most-competitive-rental-markets-2022/, August 8, 2022
[2] https://www.nwaonline.com/news/2022/aug/28/home-prices-in-northwest-arkansas-climb-faster/, August 28, 2022

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HOUSING AFFORDABILITY WORKGROUP

Awais Amin
Patti Constantakis
Debbie Martin
Paige Sauerwein
John "Ben" Van Kleef
Jeff Webster (Chairperson)
Gayatri Agnew (City Council - Ex Officio)
Bill Burckart (City Council - Ex Officio)

Special Thanks to:

Mayor Stephanie Orman, City of Bentonville
Bonnie Bridges, City of Bentonville
Shelli Kerr, City of Bentonville
Tyler Overstreet, City of Bentonville

FINAL REPORT

RECOMMENDATIONS FOR AFFORDABLE HOUSING PROJECTS (PROJECT ARROW)

The primary recommendation of the Bentonville Housing Affordability Workgroup is to **adopt the Project ARROW approach to help the City of Bentonville meet its affordable housing goals,** as described in this document. The following are additional recommendations that support that objective:

- Create a tiered process that targets the majority of the Bentonville workforce that most struggles with finding and retaining housing within the city
- Establish and utilize developer incentives for affordable housing developments that meet pre-defined criteria, including income tier, proximity to existing infrastructure, and location within the City.
    - Offer additional density through the following:
        - Reductions in minimum required parking (size and number of spaces)
        - Reduced Right-of-Way Widths
        - Narrowed utility easements
        - Increases in allowable height
        - Setback reductions
        - Reducing or eliminating land area per dwelling unit requirements
        - Modifying landscape buffers
        - Alternative utility layouts to allow for a more compact development pattern
    - Tiered use of impact fees
    - Consider the City's access to government funding (e.g. CDBG or other funds) in calculating incentives
    - Land leases/donations for major affordable housing projects with commensurate return on investment
- Implement an expedited development cycle, as developed by City staff, for affordable housing projects that meet pre-defined defined criteria—including income tier, proximity to existing infrastructure, and location within the City—that includes:
    - A submittal schedule that establishes submittal and resubmittal deadlines from pre-application to pre-construction
    - A designated "liaison" responsible for ensuring timely reviews, comment response, and resubmittals
    - Exemption from Planning Commission approval
    - Committed timelines for each step by ordinance
- Create and hire an Affordable Housing Manager position to facilitate and oversee the Project ARROW approach
    - Collect all relevant data to gauge the impact
        - "Building Metrics"
        - "People Metrics"
        - "Financial Metrics"

    - Adopt and publish for the public a summary metrics “scorecard”
    - Revisit and revise the process on an annual basis to ensure effectiveness
- Build public education and communication plan
- Form implementation committee
- Establish ordinances that codify all of the above
- Deliver the workgroup’s Final Report and Implementation Guide to the Bentonville City Council by January 18th, 2023
- Place the workgroup’s Final Report and Implementation Guide on the agenda for final approval in the Bentonville City Council meeting on January 24th, 2023

RECOMMENDATIONS TO SUPPORT MARKET AFFORDABILITY

Many of the barriers identified by the Housing Affordability Workgroup affect all projects under development within the City of Bentonville. Further, not all projects will choose to pursue the Project ARROW approach due to the tight timeframes and compliance measures, despite the benefits offered. Therefore, in addition to the recommendations pertaining to the Project ARROW approach, the Housing Affordability Workgroup recommends the following actions as a means to support general market affordability:

- Barrier #1: Total Development Cycle Time
    - Investigate and adopt an ordinance to allow vertical construction of homes sooner in the single-family construction process
    - Consider the creation of administrative approval criteria for preliminary plats that meet pre-defined criteria
    - Create an expedited small-scale development cycle
    - Pursue local approvals on behalf of the Arkansas Department of Health
- Barrier #2: Zoning Limiting Affordable Development
    - Amend the submittal requirements for PRDs and PUDs to be reflective of the requirements of the Zoning Code
        - Consider an affordability requirement for PRDs and PUDs
    - Research, plan, and adopt overlay zones for areas in need of redevelopment
        - Consider adopting form-based codes and regulating plans in these areas in exchange for an affordability requirement
    - Amend parking standards so that Downtown Neighborhood (DN) districts have the same parking standards as the Central Residential (RC) districts that they replaced
    - Adopt administrative parking reduction standards for projects that meet the goals of adopted plans and ordinances
    - Amend existing residential zoning districts to allow for a greater mix of housing types and site flexibility by defining and regulating cottage court, stacked duplex, triplex, fourplex, and live-work units
    - Pursue a pattern zoning plan for downtown infill areas and consider expanding to PRDs and other areas where Traditional Neighborhood Development is desired
    - In areas, where denser, affordable development is desired or allowed by the zoning code, consider revised public and private utility layouts and shortened block lengths
    - Adopt regulations to establish regulations for housing to be used as short-term rentals

OVERVIEW

The first half of this document is a ***Final Report*** on the recommendations of the Bentonville Housing Affordability Workgroup, aligned with City staff, which were developed throughout 2022. It shares the findings of the workgroup's research and analysis and provides broad details on the recommended approach to address the affordable housing crisis.

The second half is an ***Implementation Guide*** that provides specific details, calculations, and procedures for implementing the recommended approach. The ***Final Report*** will note when there is additional detail on the current topic in the ***Implementation Guide***.

The following is an overview of the ***Final Report*** with expanded detail to come in the following sections, and it is structured by the three primary goals of the workgroup:

A. **Define "affordable housing" and "workforce housing", as well as distinctions between the two**.

   a. The terms are amorphous and mean different things to different people in different contexts, so it is best to use the definition from the U.S. Department of Housing and Urban Development (HUD):

      i. "Affordable Housing is a dwelling that a family or household can obtain—whether through rent, purchase or other means—that costs approximately 30% or less of the household's income."

   b. It is much more difficult for lower-income households to meet the 30% standard; therefore, the workgroup decided to focused on these households as its target population for any affordable housing recommendations.

   c. The workgroup broke down the target population into three income tiers by Median Family Income (MFI)[3] (Fig. 1).

[3] Median Family Income, also known as the "Income Limits", as determined by the U.S. Department of Housing and Urban Development. The baseline for all calculations in the Final Report section of this document is $74,900 for a household of four, as determined by HUD for its 2021 Income Limits for the Fayetteville-Springdale-Rogers MSA. The implementation Guide section of this document uses the updated 2022 Income Limits instead.

Tiers		Illustrative Jobs
Tier-3 Housing 30% - 50% MFI		Production Occupations
# Households $20,000 to $39,999	2,634	Firefighting & Prevention
Percent Households in tier	14.5%	Community & Social Services
		Healthcare Support Occupations
Tier-2 Housing 50% - 80% MFI		Teachers
# Households $40,000 to $59,999	2,376	Healthcare Technologists & Technicians
Percent Households in tier	13.0%	Law enforcement & Supervisors
		Sales & Related Occupations
Tier-1 Housing 80% - 120% MFI		Management Occupations
# Households $60,000 to $99,999	4283	Health diagnosing & treatment
Percent Households in tier	24%	Business & Financial Operations
		Architecture & Engineering Occupations

Figure 1: Target Population Income Tiers and Illustrative Jobs (2019 U.S. Census Data)

B. Analyzing the cost, availability and application requirements for affordable/workforce housing for both existing and planned developments in the city.

a. Multi-family and single-family housing is in critically short supply for the target population, due to shared issues:

i. Construction of these units, especially for the lower two income tiers, has stagnated over the last decade.

ii. The units being built at affordable price points for the target population are often rented or purchased for occupation or as investment properties by families with higher annual incomes.

iii. As a result, the target population must either rent or purchase (though the latter is less feasible) housing in the city that is unaffordable (greater than 30% of their income) or they must leave Bentonville.

b. The overall development cycle time—from concept to completion—can be more than three years, which can jeopardize millions of dollars of funding for affordable developments that are participating in federal programs that have strict timelines for completion and habitation, such as the Low Income Housing Tax Credit (LIHTC).

C. Assessing and recommending ways that the City could significantly impact the availability, affordability, and application requirements for such housing.

a. Any solution to this problem must be actively (vs passively) managed by the City in order for it to be successful.

b. The City must create an environment that encourages developers to enter the affordable housing space in greater numbers.

c. Offering incentives and removing current policy and procedural barriers will be key to creating that environment.

    i. This includes an expedited development cycle (or an "HOV Lane")

    ii. This expedited process could remove up to a year off of the development cycle time

d. As incentives go up and barriers go down, the City's expectations and requirements for the developments—largely concerning housing price and accessibility for the appropriate economic tier—must also increase to ensure that the City meets its affordable housing goals.

A rich data set has been compiled that illustrates the conditions for and challenges to increased affordable housing in Bentonville, as well as best practices locally and from other, similar initiatives across the country. The analysis of this data and subsequent discussion among the workgroup members have resulted in a recommendation for a new process to be adopted by the City so that it can bring much of its vital workforce back within the boundaries of Bentonville. This will result in a more stable workforce for Bentonville businesses, lower transportation costs, and less strain on the Bentonville transportation infrastructure. It will also bring increased participation in and profit from affordable housing by local developers, a strong return on investment for the City and high rates of capital and impact leverage, and better lives and stronger families for those who work in Bentonville.

Project ARROW, as this process is called, is a targeted approach to catalyze an increased supply and accessibility of affordable single-family and multi-family developments within Bentonville. It includes a tiered system for developers that require them to provide more and more benefit to residents as the developer incentives increase—such as density bonuses, specialized zoning, and expedited approval processes to reduce the development cycle time. ***Project ARROW*** also has straightforward compliance measures and concrete success metrics so that the City can ensure that it is meeting its affordable housing goals.

A new City position—the ***Affordable Housing Manager***—should be created to work with interested developers, to oversee compliance, to identify additional funding and its use (e.g. Community Development Block Grants), and to coordinate with City departments to expedite the development cycle on affordable projects.

In 2022, the City of Bentonville has proven itself a regional leader in determining concrete, actionable steps to address one of the widest-reaching social issues of our time. The recommendations and implementation guidance provided in this report give Bentonville the chance to take this leadership further through tangible, innovative solutions to this problem. The promise of the ***Project ARROW*** approach is illustrated by the rising

interest from the other major cities in the region in using these tactics in their own communities, due to the increasing demand from their own residents and the high return on investment for that will result.

Project ARROW will provide a winning solution for local businesses, developers, the City, and, most importantly, for the workforce of Bentonville.

ANALYSIS

Target Population

The terms “affordable”, “attainable”, and “core”—when not used as synonyms— are usually so vague that they can be—and have been—easily confused and misused across different conversations about housing.

The workgroup, therefore, adopted the definition coined by the U.S. Department of Housing and Urban Development (HUD):

> *Affordable Housing is a dwelling that a family or household can obtain–whether through rent, purchase or other means–that costs approximately 30 percent or less of the household's income.*

Therefore, “affordable housing” is a subset of “workforce housing”, since income is a key element of the definition. However, it should not apply to the entire workforce, since the more economically stable households generally have wage earners with higher paying jobs and are less likely to be going over HUD’s “more than 30% of income” threshold.

To make this distinction clearer, the workgroup determined that it should target three groups based on income band that are broken into tiers for easier identification:

- Tier 3: Households making 30% to 50% of Median Family Income (MFI)[4], which roughly translates to an annual household income of $20,000 to $39,999. This group includes our firefighters, social service providers, health support occupations, and more
- Tier 2: Households making 50% to 80% MFI for the region, which roughly translates to an annual household income of $40,000 to $59,999. This group includes our teachers, law enforcement, sales-related position, and more.
- Tier 1: Households making 80% to 120% MFI for the region, which roughly translates to an annual household income of $60,000 to $99,999. This group includes our management occupations, business and financial operations, architects and engineers, and more.

Data from the 2019 U.S. Census shows that these tiers make up 51% of all households in Bentonville (Fig.2). Since these figures do not take into account the impact of the COVID-19 pandemic, the resulting economic fluctuations, and record-breaking levels of inflation in recent months, it is likely that the percentage of the three tiers across all Bentonville households has increased. Furthermore, these numbers only represent the number of current residents who have been able to find housing inside the city limits. The estimated 34,000 daily commuters into the city, some of whom could choose to live in the city if affordable housing was available, point to an even bigger need.

[4] Median Family Income, also known as the “Income Limits”, as determined by the U.S. Department of Housing and Urban Development. The baseline for all calculations in the Final Report section of this document is $74,900 for a household of four, as determined by HUD for its 2021 Income Limits for the Fayetteville-Springdale-Rogers MSA. The implementation Guide section of this document uses the updated 2022 Income Limits instead.

MFI Household of 4 $74,900				Household Income in the Past 12 Months (In 2019 Inflation-adjusted Dollars)										
	MFI				Washington County			Benton County						
	Low	High	High $	Income Bracket	Fayetteville	Springdale	Other Washington Co	Rogers	Bentonville	Other Benton County		Washington County	Benton County	Combined Counties
ELI		13%	$ 10,000	Less than $10,000	4305	1365	1369	884	516	2116		7039	3516	10555
	13%	20%	$ 15,000	$10,000 to $14,999	2207	618	996	1071	567	1812		3821	3450	7271
	20%	27%	$ 20,000	$15,000 to $19,999	2360	1227	910	984	536	1878		4497	3398	7895
VLI	27%	33%	$ 25,000	$20,000 to $24,999	2121	1653	1132	1102	592	2555		4906	4249	9155
	33%	40%	$ 30,000	$25,000 to $29,999	1944	2093	1023	1070	707	2178		5060	3955	9015
	40%	47%	$ 35,000	$30,000 to $34,999	1995	1242	1357	1057	721	2264		4594	4042	8636
	47%	53%	$ 40,000	$35,000 to $39,999	1777	1821	1223	1062	614	2638		4821	4314	9135
LI	53%	60%	$ 45,000	$40,000 to $44,999	1429	1760	1183	1125	487	2452		4372	4064	8436
	60%	67%	$ 50,000	$45,000 to $49,999	1499	1341	1280	1108	650	2491		4120	4249	8369
	67%	80%	$ 60,000	$50,000 to $59,999	2524	3293	2465	2236	1239	4550		8282	8025	16307
MI	80%	100%	$ 75,000	$60,000 to $74,999	2661	2754	2676	2614	1870	6515		8091	10999	19090
	100%	134%	$ 100,000	$75,000 to $99,999	3282	2635	3002	2906	2413	8292		8919	13611	22530
	134%	167%	$ 125,000	$100,000 to $124,999	2653	1742	2345	1815	1721	5314		6740	8850	15590
	167%	200%	$ 150,000	$125,000 to $149,999	1236	921	1538	1324	1362	3414		3695	6100	9795
	200%	267%	$ 200,000	$150,000 to $199,999	1456	988	1451	1454	1990	3002		3895	6446	10341
				$200,000 or more	1839	1094	1540	2241	2238	3502		4473	7981	12454
				Total:	**35,288**	**26,547**	**25,490**	**24,053**	**18,223**	**54,973**		**87,325**	**97,249**	**184,574**
				Tiers										
				Tier-3 Housing 30% - 50% MFI										
				# Households $20,000 to $39,999	7,837	6,809	4,735	4,291	2,634	9,635		19,381	16,560	35,941
				Percent Households in tier	22.2%	25.6%	18.6%	17.8%	14.5%	17.5%		22.2%	17.0%	19.5%
9,293 Households 51% of Total				**Tier-2 Housing 50% - 80% MFI**										
				# Households $40,000 to $59,999	5,452	6,394	4,928	4,469	2,376	9,493		16,774	16,338	33,112
				Percent Households in tier	15.5%	24.1%	19.3%	18.6%	13.0%	17.3%		19.2%	16.8%	17.9%
				Tier-1 Housing 80% - 120% MFI										
				# Households $60,000 to $99,999	5943	5389	5678	5520	4283	14807		17010	24610	41620
				Percent Households in tier	17%	20%	22%	23%	24%	27%		19%	25%	23%

Figure 2: Bentonville Distribution of Target Income Bands (2019 U.S. Census Data)

Once the target population for housing was identified, the workgroup determined the monthly housing costs that each income band could afford, for both multi-family and single-family units (Fig. 3). Again, HUD's affordability guidelines of 30% or less of monthly income on all housing costs was used as base (with the percentage broken down into 20% for rent/mortgage and 10% on utilities, insurance, and other housing-related expenses).

	Housing Affordability 30% ->		Housing Payment ->		20%			
			Income Ranges		Standard Affordable Mortgage/Rent		Home Value	
	Income Range	Households	Min	Max	Min	Max	Min	Max
	Less than $10,000	516	$ -	$ 9,999	$ -	$ 167	$ -	$ 33,382
	$10,000 to $14,999	567	$ 10,000	$ 14,999	$ 167	$ 250	$ 33,385	$ 50,074
	$15,000 to $19,999	536	$ 15,000	$ 19,999	$ 250	$ 333	$ 50,077	$ 66,767
Tier 3	$20,000 to $24,999	592	$ 20,000	$ 24,999	$ 333	$ 417	$ 66,770	$ 83,459
Tier 3	$25,000 to $29,999	707	$ 25,000	$ 29,999	$ 417	$ 500	$ 83,462	$ 100,152
Tier 3	$30,000 to $34,999	721	$ 30,000	$ 34,999	$ 500	$ 583	$ 100,155	$ 116,844
Tier 3	$35,000 to $39,999	614	$ 35,000	$ 39,999	$ 583	$ 667	$ 116,847	$ 133,537
Tier 2	$40,000 to $44,999	487	$ 40,000	$ 44,999	$ 667	$ 750	$ 133,540	$ 150,229
Tier 2	$45,000 to $49,999	650	$ 45,000	$ 49,999	$ 750	$ 833	$ 150,232	$ 166,922
Tier 2	$50,000 to $59,999	1,239	$ 50,000	$ 59,999	$ 833	$ 1,000	$ 166,925	$ 200,307
Tier 1	$60,000 to $74,999	1,870	$ 60,000	$ 74,999	$ 1,000	$ 1,250	$ 200,310	$ 250,384
Tier 1	$75,000 to $99,999	2,413	$ 75,000	$ 99,999	$ 1,250	$ 1,667	$ 250,387	$ 333,847
	$100,000 to $124,999	1,721	$ 100,000	$ 124,999	$ 1,667	$ 2,083	$ 333,850	$ 417,309
	$125,000 to $149,999	1,362	$ 125,000	$ 147,999	$ 2,083	$ 2,467	$ 417,312	$ 494,095
	$150,000 to $199,999	1,990	$ 148,000	$ 199,999	$ 2,467	$ 3,333	$ 494,098	$ 667,697
	$200,000 or more	2,238	$ 200,000		$ 3,333	0	$ 667,700	

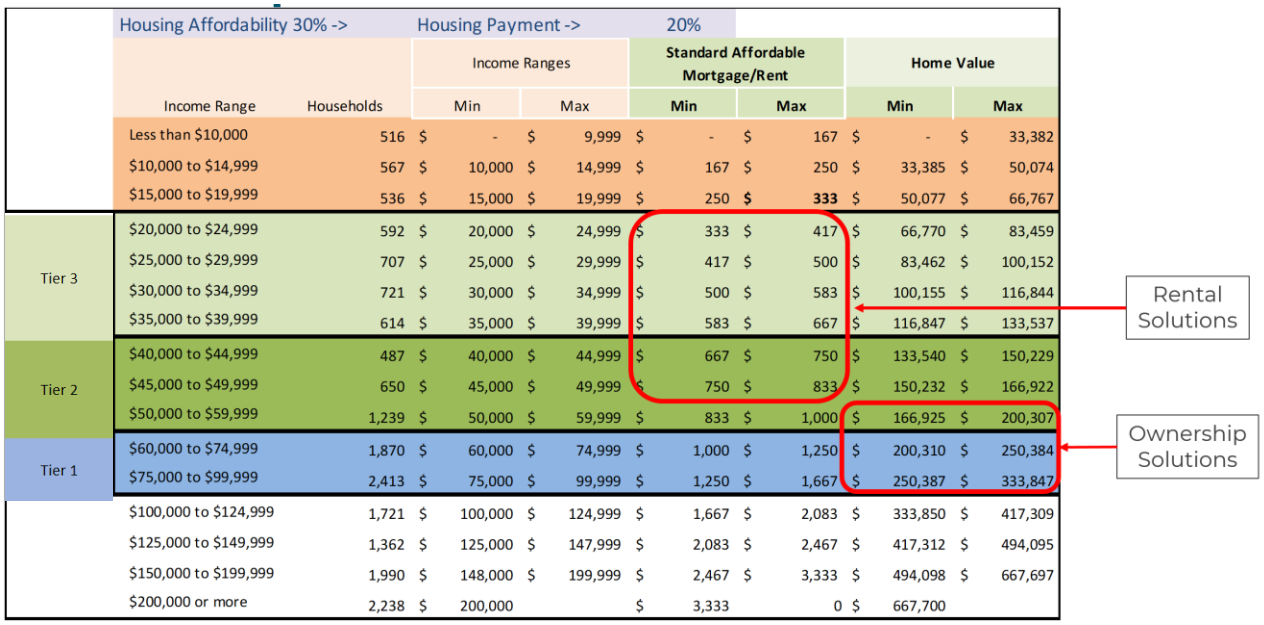


Figure 3: Targeted Monthly Housing Costs (2019 U.S. Census Data)

Without innovative solutions, roughly two thirds of the target income bands will only be able to afford multi-family rental units, which is borne out by the current occupation rates. The higher third should be able to afford single-family home purchases if developers offer the right products and the right processes are in place.

The methodology for calculating MFI and the targeted monthly housing costs is available in the ***Implementation Guide***.

Housing Supply

Data on the current housing supply uncovers another disturbing trend: The supply of single-family and rental units are not keeping pace with the incredible amount of growth that Bentonville continues to experience, nor are the units staying at prices that most of the target population can afford.

Single-family construction, for example, has been relatively flat over the last seven years (Fig.4), even though the population has seen dramatic increases.

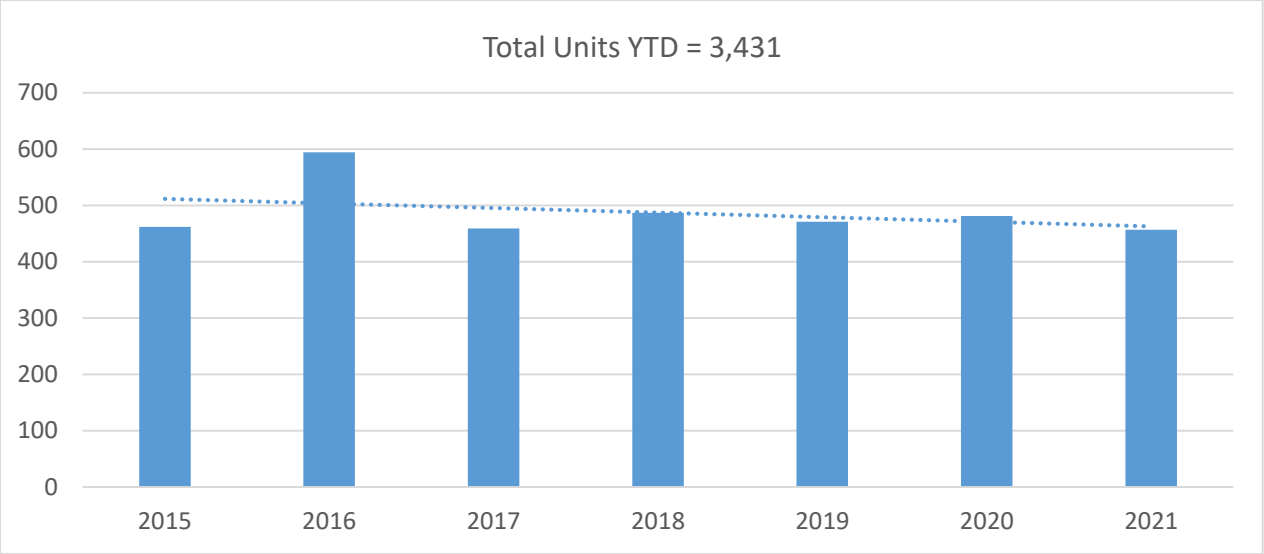


Figure 4: Single-family Unit Construction (Bentonville Permit Database)

This is reflected in single-family home ownership rates, which have stagnated or declined over the last decade among most of the target income bands (Fig. 5).

Housing Owner Occupied						
Year	**Less than $20,000**	**$20,000 to $34,999**	**$35,000 to $49,999**	**$50,000 to $74,999**	**$75,000 or more**	**Total**
2010	487	798	918	1,405	3,402	7,009
2015	331	646	812	1,292	5,160	8,242
2019	326	750	544	1,433	6,827	9,880

Figure 5: Single-family Home Ownership by Income Level (2019 U.S. Census Data)

One factor that likely contributes to this effect is the high cost of buying a home in the region, as point-in-time figures from the workgroup's Spring 2022 data collection shows (Fig. 6). The lower three quarters of the target bands cannot afford single-family homes at these prices.

	Bd	Ba	Ht Sqft	Acres	L$ Sqft	List Price
Min	1	1	834	0.01	$158	$240,000
Max	7	9	16,109	147.25	$3,237	$6,500,000
Avg	4	3	2,973	5.04	$424	$1,108,384
Med	4	3	2,212	0.30	$268	$676,500

Figure 6: Single-family Home Prices (Market Analysis Summary 3/18/22)

A less obvious—and, perhaps, counterintuitive—cause is that more affluent households are often choosing to buy homes that are below their means, taking up much of the available supply of mid-tier price point homes and leaving substantially fewer options for families in the three targeted income tiers (Fig. 7).

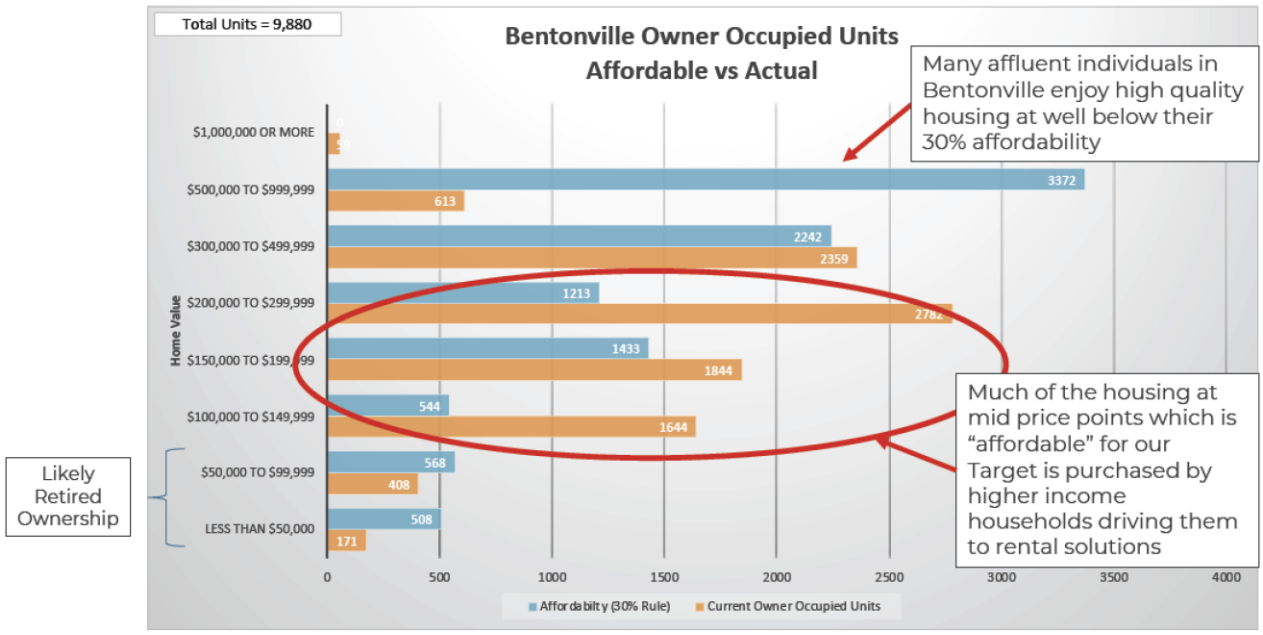


Figure 7: Affordable vs. Actual Bentonville Owner Occupied Units (2019 U.S Census Data)

As a result, most of the target population is forced to consider only rental options. But the picture is no rosier there. Since 2016, rent has increased dramatically across units of all bedroom sizes (Fig. 8).

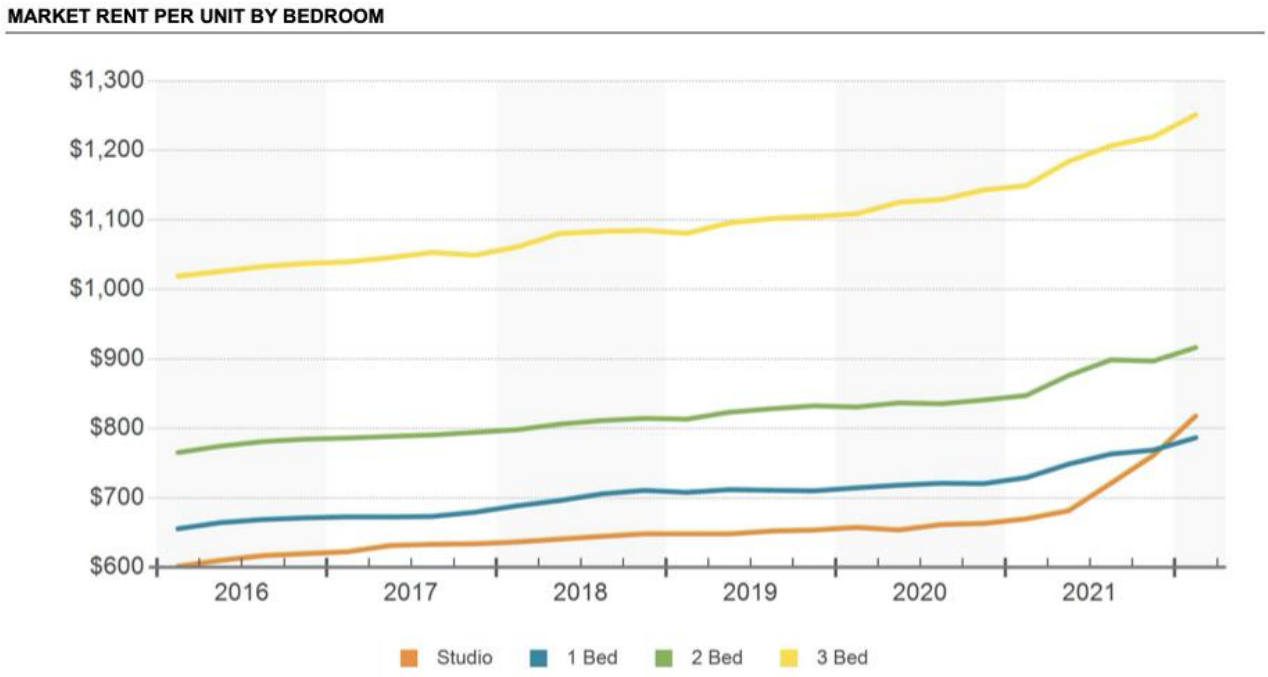


Figure 8: Northwest Arkansas Rental Rates (CoStar Group 2022)

If workforce families in the three targeted income tiers want to live in Bentonville—near their jobs, near their friends, in the community they've helped to grow—they are forced to choose housing above their means. The percentage of households in the target population that have become rent or mortgage burdened has doubled, or more, over the last ten years (Fig. 9).

Housing Cost - % Income	Year	Less than $20,000	$20,000 to $34,999	$35,000 to $49,999	$50,000 to $74,999	$75,000 or more
30 percent or more	2010	89.6%	42.2%	14.4%	0.0%	4.5%
30 percent or more	2015	91.9%	58.5%	19.8%	1.1%	0.3%
30 percent or more	2019	92.1%	76.6%	31.6%	6.0%	0.0%
30 percent or more	2020	94.9%	80.5%	31.9%	7.1%	0.0%

Figure 9: Rent Burdened Households by Income Level (2019 U.S. Census Data)

This burden places these families into an impossible choice between housing and the other necessities of life: food, transportation, health care, and so on. This choice inevitably leads families to the social services sector for help, since they can no longer afford everything that they need to keep themselves afloat. This increased demand, in turn, puts a greater strain on the social services sector, as its limited resources are more quickly drained by an ever-growing number of people.

When the burden becomes too great, these families must leave the city. These key members of Bentonville's workforce choose to live outside the city. This only adds more burden to their households by increasing their transportation costs to go to and from work, which are already very high due in part to the spread-out nature of the region's jobs, resources, and amenities, as well as the lack of a robust public transportation system.

Some may choose to leave Bentonville entirely, especially among the lower target income bands (Fig. 10). This group includes the city's teachers, fire fighters, health providers, social support workers, and many others who contribute to the prosperity and safety of Bentonville.

Year	Less than $20,000	$20,000 to $34,999	$35,000 to $49,999	$50,000 to $74,999	$75,000 or more	Total
2010	15.6%	17.6%	14.4%	17.7%	34.7%	100%
2015	10.6%	12.2%	11.7%	17.2%	48.3%	100%
2019	8.9%	11.1%	9.6%	17.1%	53.4%	100%

Figure 10: Occupied Housing by Income Level (2019 U.S. Census Data)

When those who contribute to the prosperity and safety of Bentonville are indirectly pushed away from the city, a weakened and less stable community will be the result. Previous studies have shown the looming impact on the transportation infrastructure if the issue is not addressed. (Fig. 11 and 12).

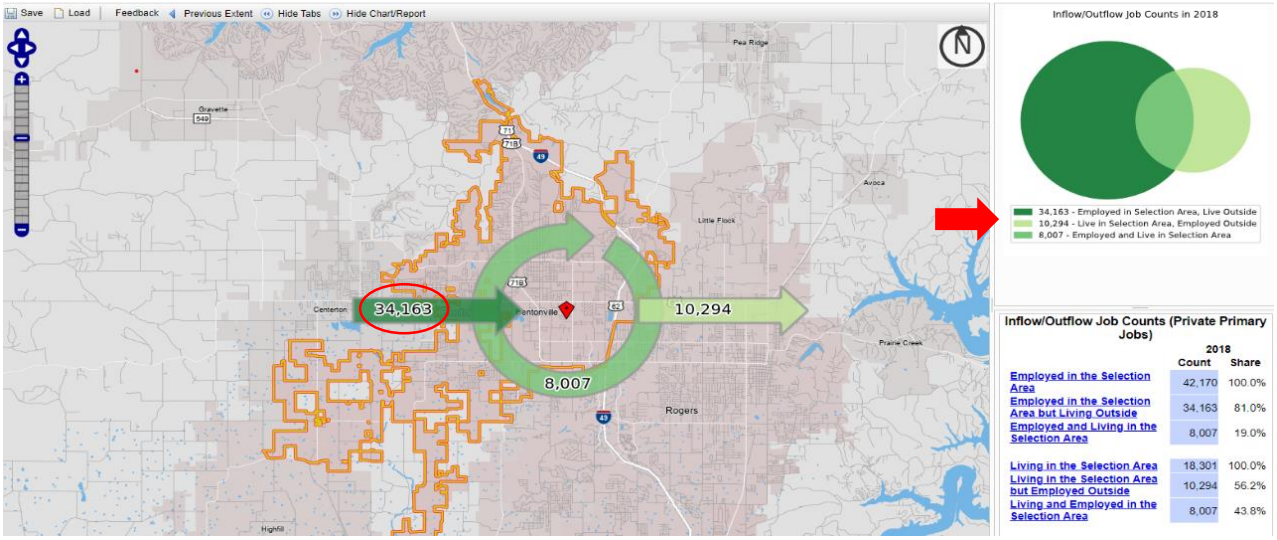


Figure 11: Daily Inflow/Outflow Based on Location of Job/Housing (2018 U.S. Census Data)

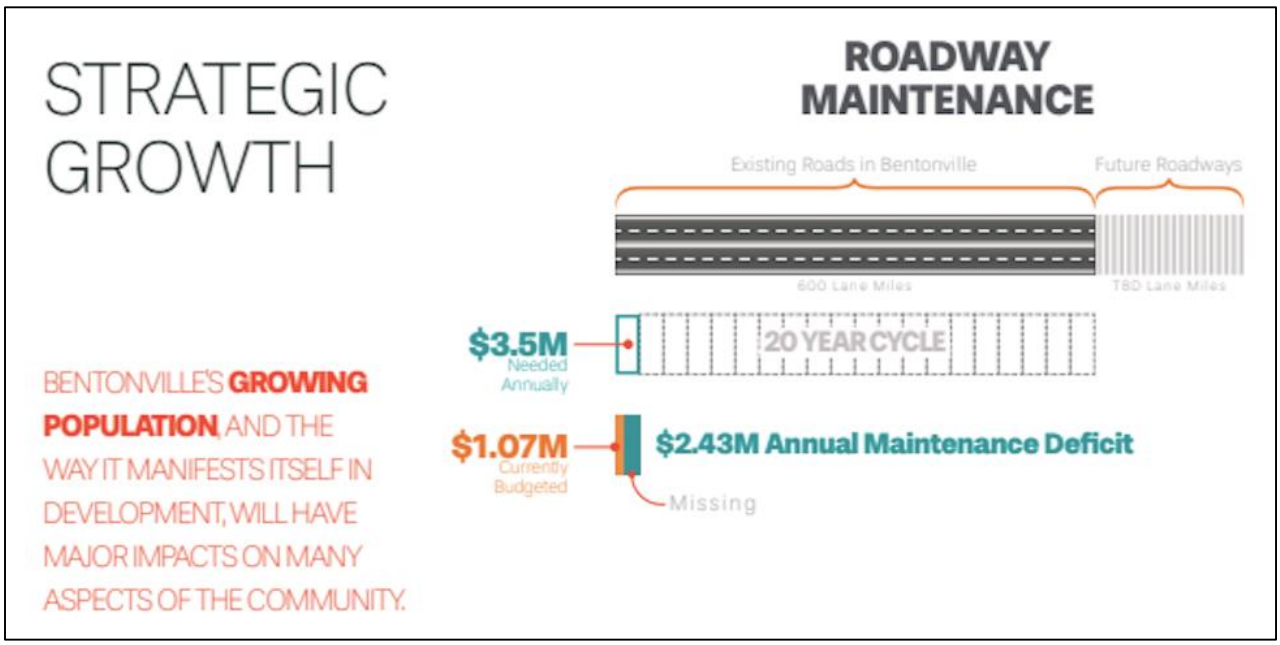


Figure 12: Impact of Increased Travel on City Roadways (Bentonville Community Plan)

Affordability

To ensure these key employees remain a part of the Bentonville community, these trends in affordability and accessibility must be reversed. A forecast based on existing population data suggests that Bentonville would need almost 1,700 affordable rental units by the end of 2026 to address the gap at the current level of growth (Fig. 13). However, it does not take into account how that growth might increase due to external factors (e.g. Walmart's continued recruitment, Tyson Foods' consolidation of all office workers across the country to the Springdale headquarters, etc.).

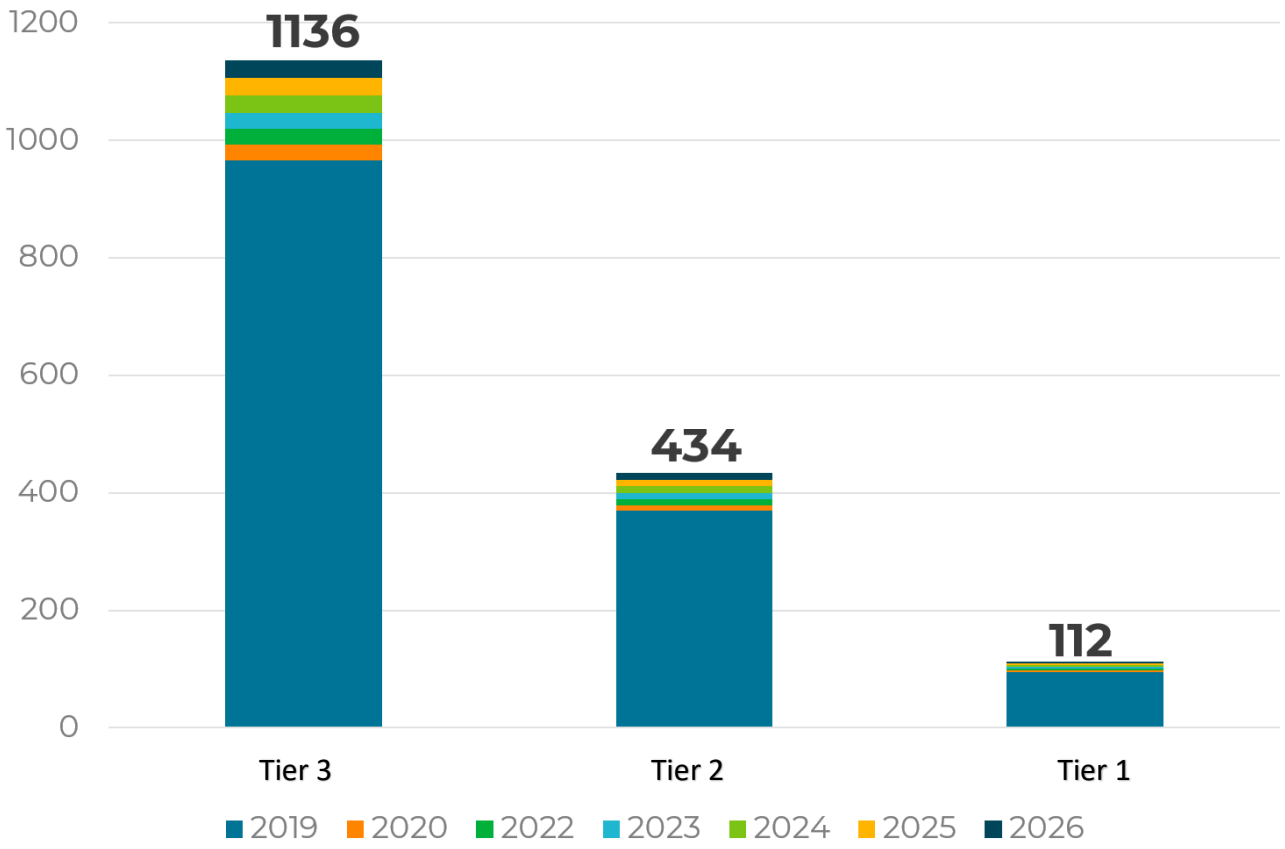


Figure 13: Projected Affordable Rental Units Needed (Transitional Housing Report)

In order for the City to meet its stated affordable housing goals, it must:

1. Determine the most effective ways that the City could create an environment in which appropriately priced housing was built at a greatly increased rate; and,
2. Develop guidelines to ensure that the target population identified are the primary ones to live in the affordable developments that are built.

Both aspects must be addressed as one in order to have the desired impact. Continuing to have housing built with purchase prices or rents beyond what the target populations could pay would not meet the City's goals. Nor would building more affordable housing that is then utilized by populations that could afford to pay more elsewhere but choose not to for various reasons.

Before solutions for these aspects could be determined, however, the workgroup needed a better understanding of the barriers that have prevented affordable developments from flourishing thus far.

BARRIERS

Using the expertise of workgroup members, City staff, developers, and the public, six major barriers that prevent affordable housing to be built were identified:

Total development cycle time

A rich analysis of the current development and approval cycle times was provided by City staff to the workgroup. When shared with developers for feedback, the Pre-Approval Conference and the Pre-Construction periods were identified as the two biggest pain points, leading to a complete cycle time of around four years for both single-family and multi-family units (Fig. 14). Some developers have risked losing millions of federal dollars due to not being able to finish within the federally mandated time period of two years. Other developers simply choose not to bring projects to Bentonville at all. Many of the issues point to jointly looking at a redesign of the development cycle with staff, the planning commission, and local developers to reduce the cycle time.

	"Phase 0"	Phase 1			Phase 2	Phase 3	Phase 4	Phase 5		Phase 6 (SF only)	
	Finance / RE Contract / Zoning	Concept	Site Engineering	Pre-App Conference	Planning App/ Approval	Pre-Construction	Construction	Site Final	Final Plat Approval/File	Home Construction	Years
Current Days											
Single Family	60	90	120	60	60	251	325	125		245	3.7
Multi-Family	60	90	120	90	60	203	365	125		0	3.0

Figure 14: Average Development Cycle Time (Bentonville Planning Department)

Zoning limitations

Many zoning options that have been enacted in other cities are currently not available in Bentonville. These additive zoning options would allow for the creation of “Missing Middle” housing, which allows for higher density, single-family owned and occupied options (Fig. 15). These zoning options will be important for the City-managed process of affordable housing developments, but they can also be used for other developments.

Figure 15: Missing Middle Housing (Opticos)

Furthermore, while the number of units allowed per acre ostensibly provides a developer a great deal of density (e.g. R4 allows for 52 units/acre), the actual number of units that can go on a piece of land is much lower due City restrictions and requirements (e.g. in reality, R4 is actually closer to 20 units/acre). These factors include parking requirements, right of way and easement dedications, height limits, and more.

Regulatory infrastructure, permit costs, and fees

Impact fees and permit fees, combined with limited cost sharing by the City all add costs to development projects. Fair market rate projects already face significant hurdles in this area, but adding these costs to projects that are attempting to be affordable only pass these costs on to the potential buyers. Affordable developments are currently being assessed under the same guidelines as fair market rate projects, which de-incentivizes the creation of the former.

Land costs

Affordable developments are less likely to be pursued due to the higher initial investment developers must make on simply acquiring land. This is due, in part, to the limited number of financing options available to developers.

Lack of access to affordable options

As discussed above, many affluent households are renting or purchasing housing below their means (i.e. significantly less than 30% of income, including utilities). This trend squeezes out workforce households in the three targeted income tiers, who have to choose between becoming rent/mortgage burdened by choosing housing above their means or leaving the City to find more affordable housing elsewhere.

Participation in government programs

A significant amount of federal housing subsidies (e.g. Community Development Block Grants) that could be used to address some of the financial hurdles mentioned above have not been used for many years since Bentonville stopped participating in the program in 2016. There is also a lack of education for developers on the existence of this funding and the ways in which to access it.

A few **key themes** emerged from the discussion that were prioritized when developing solutions:

1. **Solutions to these barriers should be bundled together** so that they are dealt with comprehensively, rather than through a piecemeal approach.
2. **A tiered system of incentives and barrier removal should be put in place** that aligns with the tiered income bands of the target population.
3. **Affordable price points, duration of those price points, and renter/buyer eligibility should all be codified** in some way to ensure that **the people who most need affordable housing are able to take advantage of it**.

PRIORITIZED SOLUTIONS

The workgroup reviewed over 85 national research studies on affordable housing best practices, 15 interviews with local and national experts, and then mapped the findings to the six major barriers previously identified.

The workgroup then collaborated with City Planning staff to determine where there was consensus on which approaches were feasible and which ones could be acted upon immediately or in the medium term (see Fig. 16).

Green = unanimous			
Olive = Majority			**Item**
Yellow = split	Rank	Action	
Y= Yes	1	Immediate	Waiver of compatibility requirements (height restrictions and setbacks from property line)
S=Soon L=Later	1	Immediate	Waiver of building bulk restrictions ("Floor-to-Area Ratio/FAR") - Land area per dweling unit.
	1	Immediate	Waiver of site area requirements (density limits that apply in higher density zones)
	1	Immediate	Modified parking requirements (accessible parking still required)
	1	Immediate	Front & rear yard setbacks decreased by 50 percent
	1	Immediate	Minimum lot size & lot width reduced - Supply ord vs incentive
			Item
	1	Immediate	Impact Fee Waiver
			Item
	1	Immediate	Participate in NWA Housing Trust (loans)
			Item
	1	Immediate	Participate in CBDG Program
	1	Immediate	Support LIHTC programs
			Item
	1	Immediate	Expedited process for Affordable Housing Projects
			Process redesign
	1	Immediate	PUD & PRD Review
	1	Immediate	Cottage zoning

Green = unanimous			
Olive = Majority			**Item**
Yellow = split	Rank	Action	
Y= Yes			
S=Soon L=Later			
	2	Med-term	Maximum height allowed by base zoning increased by 1.25 times
	2	Med-term	Up to 6 dwelling units per lot in single family zones
	2	Med-term	Research height restrictions by story across zonings
	2	Med-term	Maximum height allowed by base zoning increased by 1.5 times
	2	Med-term	Tax exempt program
	2	Med-term	Utility rebates / for infrastructure and cost sharing
	2	Med-term	Review other state and federal community housing options

Figure 16: City of Bentonville Planning Staff Prioritization of Feasible Approaches

Once established, the workgroup once again raised the idea of implementing these prioritized solutions in a tiered system that would align with the workgroup's tiered income bands. In order to do so, the "affordability threshold" for both multi-family and single-family housing had to be calculated in order to determine the maximum amount each income band could afford to pay, i.e. the targeted maximum rent or home price for each band.

The calculation for maximum rents was based on 20% of household income, since the 30% affordability metric is for all housing costs, including insurance, utilities, and more (see Fig. 17). This resulted in top rents of $667, $1,000, and $1,677, which were rounded to $700, $1,000, and $1,500 for the purposes of the workgroup. A full accounting of this calculation is included in the ***Implementation Guide***.

Housing Affordability 30% ->		Housing Payment ->			20%	
		Income Ranges		Standard Affordable Mortgage/Rent		
Income Range	Households	Min	Max	Min	Max	
Less than $10,000	516	$ -	$ 9,999	$ -	$ 167	
$10,000 to $14,999	567	$ 10,000	$ 14,999	$ 167	$ 250	
$15,000 to $19,999	536	$ 15,000	$ 19,999	$ 250	**$ 333**	
$20,000 to $24,999	592	$ 20,000	$ 24,999	$ 333	$ 417	
$25,000 to $29,999	707	$ 25,000	$ 29,999	$ 417	$ 500	
$30,000 to $34,999	721	$ 30,000	$ 34,999	$ 500	$ 583	
$35,000 to $39,999	614	$ 35,000	$ 39,999	$ 583	$ 667	
$40,000 to $44,999	487	$ 40,000	$ 44,999	$ 667	$ 750	
$45,000 to $49,999	650	$ 45,000	$ 49,999	$ 750	$ 833	
$50,000 to $59,999	1,239	$ 50,000	$ 59,999	$ 833	$ 1,000	
$60,000 to $74,999	1,870	$ 60,000	$ 74,999	$ 1,000	$ 1,250	
$75,000 to $99,999	2,413	$ 75,000	$ 99,999	$ 1,250	$ 1,667	
$100,000 to $124,999	1,721	$ 100,000	$ 124,999	$ 1,667	$ 2,083	
$125,000 to $149,999	1,362	$ 125,000	$ 147,999	$ 2,083	$ 2,467	
$150,000 to $199,999	1,990	$ 148,000	$ 199,999	$ 2,467	$ 3,333	
$200,000 or more	2,238	$ 200,000		$ 3,333	0	

Max

Figure 17: Maximum Affordable Rents for Target Population (2019 U.S. Census Data)

Calculating affordable home prices was a bit more complex, but the home price thresholds for each income band were $153,000, $229,000, and $383,000, respectively (see Fig. 18). A full accounting of this calculation is included in the ***Implementation Guide***.

Assumptions:	
Interest Rate	5.81%
# Periods for 30 yr Mortgag	360
Compound per year	12
Debt Ratio	31.00%
Mortgage Insurance/Taxes (	4.00%
AMME Rate	27.00%

				27%			
		Income Ranges		Allowable Monthly Mortgage Expense (AMME)		Affordable Housing Price Index (AHPI)	
Income Range	Households	Min	Max	Min	Max	Min	Max
Less than $10,000	516	$ -	$ 9,999	$ -	$ 225	$ -	$ 38,301
$10,000 to $14,999	567	$ 10,000	$ 14,999	$ 225	$ 337	$ 38,305	$ 57,454
$15,000 to $19,999	536	$ 15,000	$ 19,999	$ 338	$ 450	$ 57,458	$ 76,606
$20,000 to $24,999	592	$ 20,000	$ 24,999	$ 450	$ 562	$ 76,610	$ 95,759
$25,000 to $29,999	707	$ 25,000	$ 29,999	$ 563	$ 675	$ 95,763	$ 114,911
$30,000 to $34,999	721	$ 30,000	$ 34,999	$ 675	$ 787	$ 114,915	$ 134,064
$35,000 to $39,999	614	$ 35,000	$ 39,999	$ 788	$ 900	$ 134,068	**$ 153,216**
$40,000 to $44,999	487	$ 40,000	$ 44,999	$ 900	$ 1,012	$ 153,220	$ 172,369
$45,000 to $49,999	650	$ 45,000	$ 49,999	$ 1,013	$ 1,125	$ 172,373	$ 191,521
$50,000 to $59,999	1,239	$ 50,000	$ 59,999	$ 1,125	$ 1,350	$ 191,525	**$ 229,826**
$60,000 to $74,999	1,870	$ 60,000	$ 74,999	$ 1,350	$ 1,687	$ 229,830	$ 287,284
$75,000 to $99,999	2,413	$ 75,000	$ 99,999	$ 1,688	$ 2,250	$ 287,288	**$ 383,047**
$100,000 to $124,999	1,721	$ 100,000	$ 124,999	$ 2,250	$ 2,812	$ 383,050	$ 478,809
$125,000 to $149,999	1,362	$ 125,000	$ 147,999	$ 2,813	$ 3,330	$ 478,813	$ 566,911
$150,000 to $199,999	1,990	$ 148,000	$ 199,999	$ 3,330	$ 4,500	$ 566,915	$ 766,097
$200,000 or more	2,238	$ 200,000		$ 4,500		$ 766,101	$ -

Max

Interest Rate - 30-year fixed mortgage index (FMI)
Debt Ratio: As described by FHA Guidelines
AMME - Allowable Monthly Mortgage Expenses

Figure 18: Maximum Affordable Home Prices for Target Population (2019 U.S. Census Data)

With all the pieces in place, the workgroup developed a comprehensive, targeted process that, if implemented, could help the City address these issues and meet its affordable housing goals. That process is called ***Project ARROW***.

PROJECT ARROW

Concept

The basic elements of the structure of ***Project ARROW*** are simple. They are derived from the components of the Bentonville's Affordable Housing Mission (as developed by the workgroup):

> *Create an environment in which developers will build affordably-priced housing in neighborhoods with convenient access to jobs, services, and amenities that promote a variety of transportation options, ensuring our target populations live there and that the city, developers, businesses, and the workforce of Bentonville all benefit.*

When this narrative is broken down into its core ideas, the meaning becomes even clearer (see Fig. 19):

Drive a proactive process	=	***A**ction*
so that developers will build	=	***R**eaction*
affordably-priced housing in neighborhoods with convenient access to jobs, services, and amenities that promote a variety of transportation options,	=	***R**esult*
ensuring our target populations live there	=	***O**utcome*
and the city, developers, businesses, and the workforce of Bentonville all benefit.	=	***W**ins*

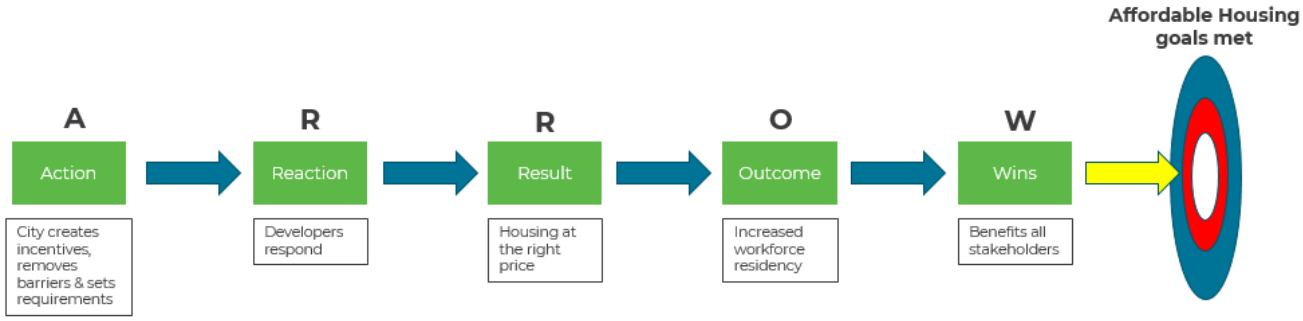


Figure 19: Core Components of Project ARROW

To help ensure this process are carried out in an efficient, effective, and timely way, the workgroup recommends that a dedicated staff person be hired, known in this document as the **Affordable Housing Manager** (AHM).

Structure

Action

The status quo will not change until decisive action is taken to catalyze a positive reaction. In this case, the City must leverage resources—by removing barriers and adding incentives—to create an environment attractive enough for developers to come to the table and provide affordable housing. The City can create this environment through four main categories:

1. Defining tiers
    - The target tiered income bands must be revisited annually to ensure that the people in the workforce for whom this affordable housing is intended are able to access it, without running into the barriers described previously

- Based on the income band calculation, the maximum rent for each tier must also be recalculated on an annual basis to account for changing market conditions and circumstances of the target population.
- Based on the income band calculation, the maximum home prices for each tier must also be recalculated on an annual basis to account for changing market conditions and circumstances of the target population.
- Calculation methodologies for all of the above are included in the ***Implementation Guide***.

2. Determining what tools will be used to generate a cost savings funding pool
   - The savings generated from a tiered system of incentives will create a pool of dollars that developers can then use to lower the rental/sale price for the target population. The amount of incentives that developers will receive will increase as the City's requirements increase (most notably in terms of which income tier is served, with the most incentives made available for Tier 3) (Fig. 20).

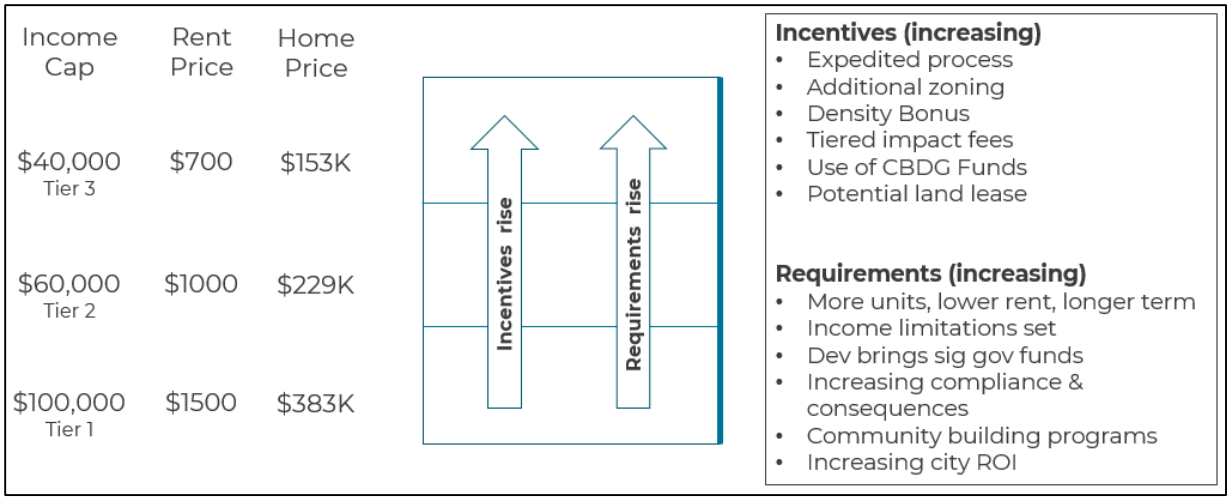


Figure 20: Tiered System of Incentives and Requirements

   - The options the City can choose to deploy include:
     - Zoning/development location
       - Additive zoning options that would allow for the creation of "Missing Middle" housing (Fig. 21)
       - Should be reviewed annually to ensure they continue to align to the City's Land Use Master Plan

Amend existing residential zoning districts to expand missing middle housing

- Cottage Court & small lot
- Stacked Duplex
- Stacked Triplex
- Stacked Fourplex

Pattern Zoning expansion (per land use document):

- Downtown intensification
- Infill
- Edge growth

Consider overlay zones

Amend submittal requirements for PRDs and PUDs

Figure 21: Zoning Tools

- Density bonuses
  - Percentage increase in *actual* obtained unit density per tier
    - Improved density amounts using reductions in setbacks, utility easements, parking, and all other factors (Fig. 22)
  - Should be calculated for its maximum annually and shared with developers on a per project basis

Parking Size of spaces Number of spaces	R-O-W Sidewalk location / modification
Easements Don't need blanket easement	Height allowance
Set-backs	Modified Landscape buffers
Land area/dwelling unit	Utility config & separation

Figure 22: Density Bonus Tools

- Tiered impact fees
    - Percentage reduction in impact fees per tier
    - Should be calculated for its maximum annually and shared with developers on a per project basis
- Local/State/Federal subsidy
    - Assess and apply for applicable government dollars to offset construction costs for affordable housing developments
    - Assess and, as applicable, require developers to apply for applicable government dollars to offset construction costs for affordable housing developments
    - Includes programs such as:
        - Community Development Block Grants (CDGB)
        - Low Income Housing Tax Credit (LIHTC)
        - HOME Investment Partnerships Act
- Land lease or donation
    - Explore and align on land lease agreements with developers for City-owned land that could be used for affordable housing
    - Explore and align on land donations to developers for City-owned land that could be used for affordable housing

- Details on all the above calculations are included in the ***Implementation Guide.***

3. Establishing an expedited development cycle specifically for affordable housing developments
    - City staff have developed an expedited process for ***Project ARROW*** submissions for Phases 1, 2, and 3 (Fig. 23)
    - City staff have also developed an issue resolution ladder as a proactive conflict management tool to bring structure to the collaborative problem-solving process and resolve project issues quicker and at the lowest possible level
    - **This process could reduce the development cycle time by up to a year**
        - This cycle time reduction is vitally important to the completion deadlines that are incorporated into many state and federal subsidy programs (e.g. Low-Income Housing Tax Credits, or LIHTC)
            - For example, LIHTC requires all funded projects to be completed in no more than two years
            - Millions of state and federal dollars would be lost if those deadlines are missed and would not be available to that developer from then on
            - Investments by our regional banks would also be lost if the completion deadline is not met

Note: While the resulting cycle time improvements illustrated below do not bring the total cycle time to less than two years, the time allotted for zoning ("Phase 0") and, potentially, the concept portion of Phase 1 are often not included in the Federal and State timeline. This means that the process improvements would enable Bentonville to use such programs.

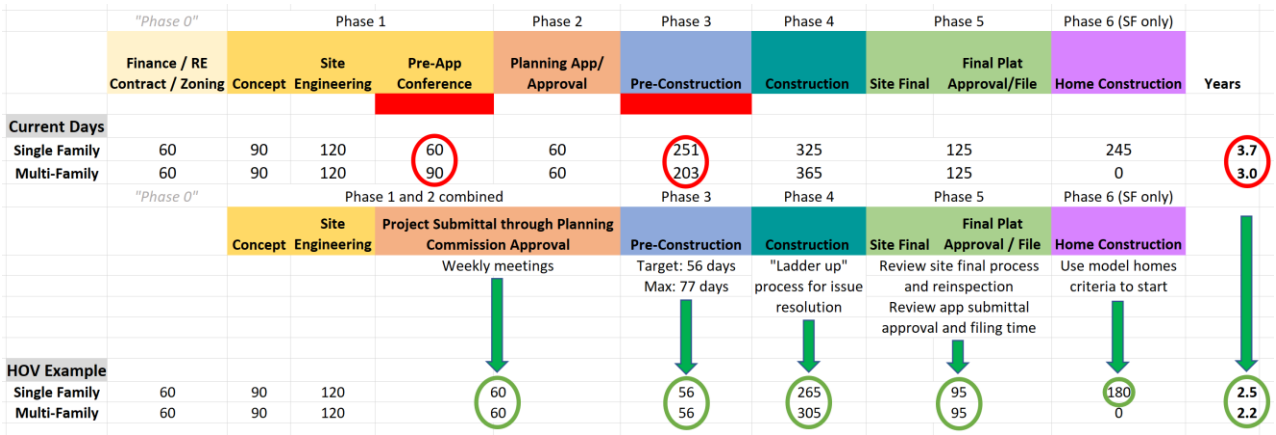


Figure 23: Recommended "HOV Lane" process improvements for Project ARROW participants

- Phase 1 and 2 Combined: Concept, Site Engineering, Project Submittal and Review
  - Applicants must stay in contact with the Affordable Housing Manager and development staff while preparing their final plan sets
  - When plans that meet the requirements of the "Pre-Application Conference Checklist" and all required documents have been submitted, the development may be submitted for first review
- Phase 3: Pre-Construction
  - City staff and the Affordable Housing Manager will work with applicants on a 14-day resubmittal and 7-day review schedule post-Planning Commission to get plans finalized for pre-construction
- Phase 4: Construction
  - A proactive conflict management tool will be likely used most often in this phase, resulting in reduced cycle time
- Phase 5: Site Final, Final Plat Approval and Filing
  - City staff will explore options to streamline this phase, especially for projects who require minimal changes after final inspection
- Phase 6: Home Construction
  - An ordinance will be developed to allow vertical construction of single-family homes sooner in the construction process

4. Establishing other project eligibility requirements

- Compliance
  - This must be defined for both multi-family and single-family by tier
  - A non-compliance penalty should also be established to encourage ongoing compliance (e.g. a penalty fee of twice the amount of any reduced impact fees)
  - This is further explained in the *Compliance* section in the ***Implementation Guide***
- External funding requirement
  - Establish the minimum amount of non-City funding that a developer must bring to any affordable housing development in order to receive incentives (e.g. a capital leverage of at least 4:1)
  - This requirement is for Tier 3 projects in which the city brings its maximum support

Reaction

Once decisive action is taken by the City to show the depth of its commitment to affordable housing, developers will respond in kind, coming to the table in a way that only happens with active management by the City. This approach has been shared with several developers to gather feedback and gauge interest, and the results have been very positive, especially if the developers' fundamental motivator—more units per acre—is brought to bear.

A clear process must be in place to determine which of the City's incentives should apply and to what degree. This will require the appropriate people being part of the discussion at the right time.

- Planning Staff and Developer
  - The developer shares the details of the intended project.
  - Planning determines the eligibility for the project for affordable housing-related zoning (e.g. overlay districts, PRD, or by-right zoning).
  - Planning staff and developer align on the preferred approach to increasing density for the project.
  - Planning staff and developer evaluate any City-donated land to the project.
  - Planning staff communicates the amount of the cost savings funding pool to the AHM (see ***Implementation Guide*** example).

- Affordable Housing Manager and Developer
  - The AHM and the developer review the amount of the incentive generated funding pool and align on the tier of the project and the level of affordability.
    - The AHM should align on with developers on how to best make use of the funding pool based on a simple formula, A x B x C = (Funding pool amount), where:
      - A is the amount of price reduction;
      - B is the number of units that will have their prices reduced; and,
      - C is the length of time that the price reduction will last.

        - Since the funding pool amount will be set, the AHM and developers will need to come to an agreement on how the three variables should change in order to equal the funding pool amount (e.g. a greater price reduction on a smaller amount of units for a moderate amount of time, a smaller price reduction on a moderate amount of units for a greater amount of time, etc.).
        - The amount of price reduction (A) will still need to fall under the maximum amount of rent/home price that is set for each tier each year.
        - Examples are shown in the ***Implementation Guide.***
    - The AHM communicates the City requirements for the project based on the income tier the project will serve.
        - If applicable, the AHM reviews the amount and method of any required external funding that the developer proposes to bring to the project.
    - The terms of compliance and any non-compliance penalties are set by the AHM and agreed to by the developer.
    - Once all of the above is complete, the AHM then moves the project into the expedited development cycle ("HOV Lane").

Result

If these actions and reactions have the intended effect, then the result should be an increase in the amount of affordable housing in Bentonville. But in order to determine the level of success of these efforts, the first of three categories of metrics must be established: *Building Metrics*.

BUILDING METRICS

- Baseline
    - A survey of the existing supply of affordable housing should be completed in order to help gauge the level of increase in that supply due to ***Project ARROW***.
    - The data to be collected should be the number of existing affordable units:
        - In total
        - By housing type (multi-family, single-family)
        - By zoning classification
    - The baseline created by the workgroup for the time through the standard development cycle should also be used to gauge the effectiveness of the expedited development cycle ("HOV Lane").

- New Affordable Housing Developments
    - A survey of the new supply of affordable housing should be completed and compared to the baseline in order to help gauge the level of increase in that supply due to ***Project ARROW***.
    - The data to be collected should be the number of new affordable units:
        - In total

        - By income tier
        - By housing type (multi-family, single-family)
        - By location within the city by section (TBD, e.g. downtown)
    - Data on the time taken through the development cycle should be collected and compared to the baseline.

- New Affordable Housing Developments and Baseline
    - All of the metrics above combined.

Outcome

While an increase in infrastructure is key to the Bentonville's affordable housing mission, new affordable developments being built are only the output to the ***Project ARROW*** process, not the goal. The ultimate aim—or outcome—is to increase the number of the workforce households in the three targeted income tiers living in housing they can afford in the city they serve. Therefore, we must measure this goal using our second set of metrics: *People Metrics*.

PEOPLE METRICS

- Baseline
    - A survey of the number of the workforce households in the three targeted income tiers currently living in Bentonville should be completed in order to help gauge the level of increase in that number due to ***Project ARROW***.
    - The data to be collected should be the number of existing workforce households in the three targeted income tiers living in Bentonville:
        - By income tier
        - By housing type (multi-family, single-family)
        - By location within the city by section (TBD, e.g. downtown)
    - To track workforce households in the three targeted income tiers that already live in Bentonville but are rent/mortgage burdened (greater than 30% of total income on housing costs), a survey on household affordability among these income bands should also be conducted.
- Increase in Workforce Household Residency and Affordability
    - An annual survey of the number of the workforce households in the three targeted income tiers living in Bentonville should be completed in order to help gauge the level of increase in that number due to ***Project ARROW***.
    - The data to be collected should be the number of workforce households in the three targeted income tiers living in Bentonville:
        - By income tier
        - By housing type (multi-family, single-family)
        - By location within the city by section (TBD, e.g. downtown)

- An annual survey on household affordability among these income bands should also be conducted to gauge any increase in affordability.

Wins

If the Outcome is *what* is to be accomplished (workforce households in the three targeted income tiers living in housing they can afford in Bentonville), and the Action, Reaction, and Result are *how* it is to be accomplished (creating an environment to increase the number of affordable housing units in Bentonville), then the Wins are *why* it is being done in the first place.

The short answer is that having workforce households in the three targeted income tiers live in the city they serve benefits all of the related stakeholders. To explain exactly what those benefits look like, we must use the final category of metrics: *Financial Metrics*.

FINANCIAL METRICS

- City Wins
  - Calculation of capital leverage (Ratio of city dollars vs. external dollars for construction)
  - Calculation of impact leverage (Ratio of city dollars vs. amount of rental savings for households over time)
  - Calculation of short term payback (e.g. property taxes)
  - National Home Buyers Association calculation of economic impact
- Developer Wins
  - Calculation of incremental increase in dollars due to City incentives
  - Increase in speed through the development cycle vs. baseline
- Business Wins
  - Increase in number of workforce households in the three targeted income tiers living in Bentonville by tier
- Bentonville Workforce Wins
  - Increase in number of affordable housing units available in Bentonville (by tier)
  - Amount of rental savings over time
  - Less impact to traffic

The following are two examples of how these wins would play out for a Tier 3 multi-family development (Fig. 24) and a Tier 3 single-family development (Fig. 25).

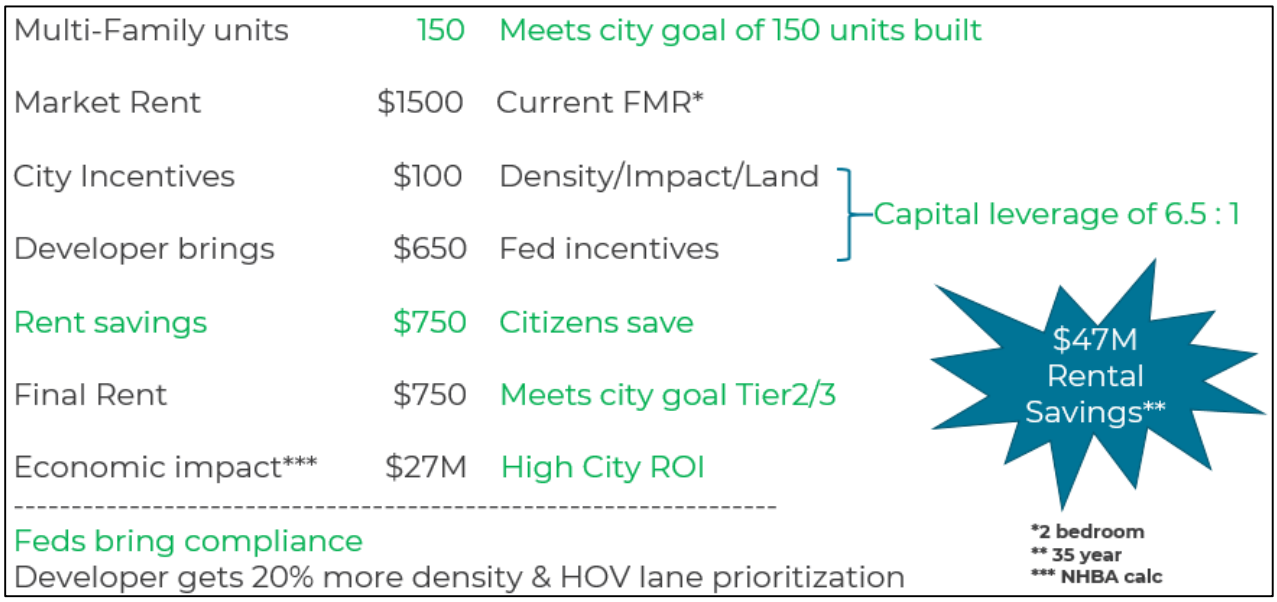


Figure 24: Tier 3 Multi-family Project Example

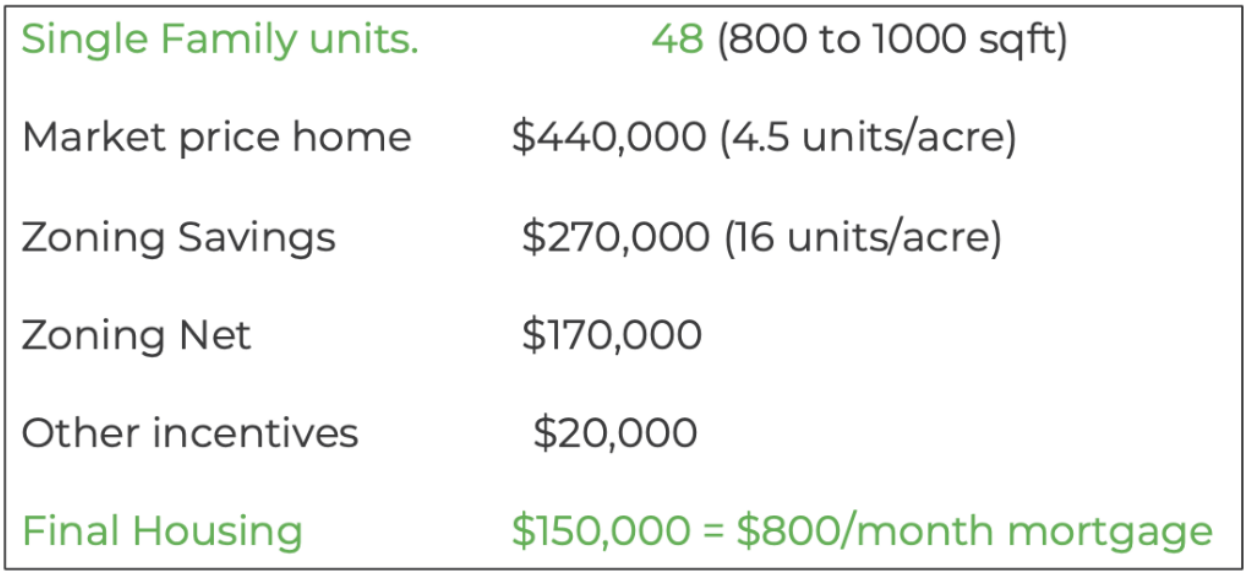


Figure 25: Tier 3 Single-family Project Example

METRICS SCORECARD

While it is strongly recommended to collect all three categories of metrics described above—People, Building, and Financial—there is also a need for a simplified tool that can clearly communicate the impact of ***Project ARROW*** to decision makers and the public. The following chart outlines the workgroup's recommended "metrics scorecard", which provides significant indicators of success while being more suited for general consumption (Fig. 26).

Measure	Baseline	Target
Number of units built by type for each tier	Single Family FMR: 500units/yr Multi-Family FMR : 500 units/yr	SF: 20% of total is affordable MF: 20% of total is affordable
Speed of tiered projects ("HOV lane")	SF: ~Three years (R4) MF: ~Four years	SF: Two years or less MF: Two years or less
Number of affordable projects evaluated	N/A	SF: Five or more per year SF: Five or more per year
Tenants at target level of household income living in built housing	N/A	100% of tenants
Compliance with agreed upon requirements	N/A	100% compliance, confirmed each year by Jan 31
Level of outmigration of citizens by tier	2022 outmigration study	Slowing or reversing of current trends

Figure 26: Metrics Scorecard

Only half of the scorecard metrics currently have baselines, due the process being brand new, but that would change after the first year, after which they would be re-evaluated annually like the rest of the scorecard. To clarify the first metric, the workgroup recommends that, of the 500 multi-family units and the 500 single-family units being built each year, the City should initially target 20% of each type being affordable (i.e. 100 for each).

For transparency, the workgroup recommends that the metrics scorecard be posted online for the public on an annual basis. As the goals of the City shift, so will the scorecard metrics, but these ambitious yet attainable initial targets are a good place to start.

COMPLIANCE

The responsibility for compliance reporting is the developer's, who on an annual basis, at least, will provide a structured document to the AHM that confirms that all the City's requirements are being met for the project through the agreed upon duration.

The information required for compliance should be made clear to developers early in the process (see *Reaction*) and should align with the goals and metrics predetermined by the City (see above). If the project is Tier 3, then the compliance mandated by the federal entities involved will take precedence and will very likely overlap with information needed by the City. In these cases, the AHM must only confirm that the developer is in compliance with the federal agencies, but they can require a copy of all submitted federal reporting if necessary. Further explanations / examples are provided in the ***Implementation Guide***.

If a developer is out of compliance and does not regain compliance within the City's required "cure period", then the developer will incur any of the stated penalties (e.g. a fee of twice the amount of any reduced impact fees).

IMPLEMENTATION GUIDE

This guide details how each aspect of the Project ARROW process is implemented. The pathway for multi-family and single-family units is slightly different and is illustrated below.

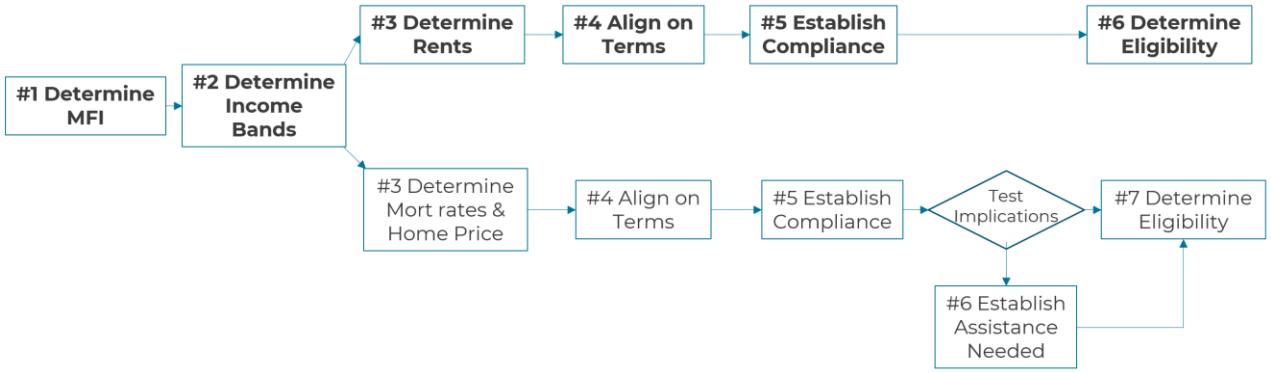


Figure 26: Project ARROW Multi-family Process

MULTI-FAMILY

Stage 1: Obtain the MFI for Bentonville

The household income ranges will be determined by Jan 31 of each year by using the HUD Median Family Income (MFI) for the Fayetteville-Springdale-Rogers MSA region. The information can be accessed at the following website: https://www.huduser.gov/portal/datasets/il.html. **For 2022, the MFI is $83,700 for a household of four**.

Stage 2: Determine Affordable Household Qualifying Income Limits

Affordable Household Qualifying Income Limits must be calculated by January 31 of each year. In order to qualify, a family's income will have to be less than or equal to the maximum income limit of the qualifying tier. The table below, for example, is for a family of four. Specific family qualifications using adjustments for household size are addressed in Step 6.

Schedule A: Qualified Household Income Limits (Household of four)

Tier	Calculation	Income Limit
Tier 3	30%-50% of MFI	$25,110 - $41,850
Tier 2	50%-80% of MFI	$41,851 - $66,950
Tier 1	80%-120% of MFI	$66,951 - $100,450

The current MFI for a family of four is $83,700, which is used to calculate the income thresholds for each tier. For example, the maximum annual income for Tier 3 households is ($83,700 x 50% =) $41,850.

Stage 3: Determine rents that are considered appropriate for each income range

Using HUD's guidelines, affordability is defined, for rental purposes, as 30% of one's monthly income for housing costs. Utilities and other associated costs are roughly 10% of housing costs, which means the remaining 20% is rent.

To continue our example from above, the maximum affordable rental rate for a Tier 3 household of four is ($41,850 x 20% / 12 months equals) $698 per month.

Schedule B: Affordable Rental Ranges (Household of four)

Tier	Calculation	Income Limit	Rental Range
Tier 3	30%-50% of MFI	$25,110 - $41,850	$418 - $698
Tier 2	50%-80% of MFI	$41,851 - $66,950	$698 - $1,116
Tier 1	80%-120% of MFI	$66,951 - $100,450	$1,116 - $1,674

Stage 4: Calculate and determine the use of the "funding pool"

The key concept of this process is that a) the City removes barriers and offers incentives that have value to the developer in exchange for b) the developer meeting certain requirements that the City mandates.

The barriers that the City can remove and the incentives that it can offer to motivate developers are:

- For smaller projects
  - Expediting the development cycle time
  - Providing density bonuses
  - Waving impact fees
- For larger projects
  - All of the above, and,
  - Using CBDG funds
  - Providing long-term land leases or donations

The requirements that the City will ask for in return are:

- For smaller projects
    - Agreed upon reduction in rental price based on current fair market rate (e.g. $500 less than current FMR) for each income tier to be served (a.k.a. “back of market rate”)
    - Number of units to be designated as affordable
    - Length of time those units must be designated as affordable
- For larger projects
    - All of the above, and,
    - Developer accessing federal and state funds
    - Developer accessing private and philanthropic sector funds

The City must **quantify** what it is offering in terms of cost savings to the developer—also known as the creation of a “funding pool”—so that an informed and equitable conversation can be had regarding the City’s requests.

During this process, the City’s Planning Department will work with other City staff to determine which of the density increase “levers” are best to adjust to get the additional obtainable density for a given project, whether Tier 1, 2, or 3. “Obtainable” means the developer has the predictability and high probability of obtaining the number of units per acre agreed upon by the City.

Density Bonus “Levers”

- Reductions in minimum required parking (size and number of spaces)
- Reduced Right-of-Way Widths
- Narrowed utility easements
- Increases in allowable height
- Setback reductions
- Reducing or eliminating land area per dwelling unit requirements
- Modifying landscape buffers
- Alternative utility layouts to allow for a more compact development pattern

Similarly, the Affordable Housing Manager (AHM) will calculate the waived impact fees for Tier 2 projects and will evaluate how Community Development Block Grants (CDBG) or a City land lease or donation could be used for Tier 3 projects.

Funding Pool Amounts

The calculation of funding pool amounts consists of determining the total dollar value of each element of cost savings generated by the City’s offering of incentives and removal of barriers, and then converting the combined cost savings into an annual amount. That amount can then be applied towards buying down the rent associated with affordable units.

The elements of each funding pool can change depending on the income tier that project serves. The following section contains how annualized funding pool dollars are determined from density bonuses, waiving impact fees, and external funding sources, such as federal programs (e.g. Low-Income Housing Tax Credits), philanthropy, donated land, National Housing Trust, and so on.

Density Bonuses

Density bonuses are calculated by determining the difference between the land cost per unit obtained from its current zoning and the land cost per unit obtained after any proposed density changes. An example of a density bonus calculation is provided below (Fig. 27).

	Multi-family	
Land Purchase Price	$	2,606,038
Original Units		160
Proposed Units		192
Units Gained		32
Growth		20%
Original Cost Per Unit	$	16,288
Proposed Cost Per Unit	$	13,573
Cost improvement per Unit	$	2,715
Total Density Bonuses	**$**	**434,340**

Figure 27: Density Bonus Calculation Example

Assuming an eight-acre development where current city code allows a developer to obtain 20 units per acre, the developer would be able to build (8 acres X 20 units per acre equals) 160 units. If the land cost was $2,606,038, this would mean that the per unit land cost would be ($2,606,038 land cost / 160 units equals) $16,288.

If the developer and the AHM were able to align on a 20% density bonus (24 obtainable units per acre), then the developer would be able to build a total of (8 acres X 24 Units acre equals) 192 Units. The per unit land cost would decrease to ($2,606,038 land cost / 192 units equals) $13,573 per unit.

The cost improvement per unit for the density bonus is ($16,288 original units per acre - $13,573 proposed units per acre equals) $2,715 per unit. Therefore, the total dollar impact for the density bonus is ($2,715 x 160 original units equals) $434,340.

Waived Impact Fees

Impact fees may consist of building permits, park fees, library fees, Fire/EMS fees, and Police fees. The AHM will maintain the list and applicable rates fees and permits that are authorized by the City Council to be waived for affordable housing projects.

Currently, developers are charged impact fees on a per unit basis. Assuming a 160-unit project, the calculation would be to take the 160 units multiplied by each fee being waived (Fig. 28). Therefore, the total dollar impact for the waiving of impact fees would be ($2,978 x 160 original units equals) $476,840.

				Incentive Dollars
Impact Fees/Building Permit	Multi-family		UOM	Multi-family
Units		**160**		
Building Permit	$	940	Per Unit	$ 150,400
Park Impact Fees	$	1,382	Per Unit	$ 221,120
Library Impact Fees	$	112	Per Unit	$ 17,920
Fire/EMS Impact Fees	$	200	Per Unit	$ 32,000
Police Impact Fees	$	344	Per Unit	$ 55,040
Total Impact Fees Incentives	**$**	**2,978**		**$ 476,480**

Figure 28: Waived Impact Fees Calculation Example

External Sources of Funds

In addition to density bonuses and waiving impact fees, the value of all external funding sources (i.e. sources outside of City incentives or barrier removal) can be calculated using the same method. The following is an example of a funding schedule for a Tier 3 project that contains a list of external sources of funds (Fig. 29). It also contains a quantified City incentive amount, comprising density bonuses and waiving impact fees ($434,340 + $476,840 = $910,820), as the “Multi-family City Incentives (Tier 3)” line item.

Sources of Funds	Total Dollars
Tax Credit LIHTC	$ 8,437,254
Philanthrophy	$ 3,500,000
Donated Land	$ 2,171,698
National Housing Trust	$ 2,000,000
Home Funds 1%	$ 2,000,000
Deferred Developer Fees	$ 1,335,040
State LIHTC Equity	$ 1,100,000
Total Other Sources	$ 20,543,992
Multi-Family City Incentives (Tier 3)	$ 910,820
Funding Dollars	**$ 21,454,812**

Figure 29: External Sources of Funds Calculation Example

The external funding, or "Total Other Sources", includes federal tax credits ($8,434,254), philanthropic contributions ($3,500,000), donated land ($2,171,698), the National Housing Trust ($2,000,000) and others. Again, the calculation of the amounts of these external funding sources amounts requires determining the dollar amount of each one and converting it into an annual amount to be applied towards decreasing the housing cost associated with affordable units.

Use of the funding pool

Once the funding pool—the total of City incentives and external funding sources—has been determined, the developer and the AHM will align on how the funds will be applied to the "buy down", or the reduction of, the cost of affordable housing units.

The general formula consists of four components:

- Total funding pool
- Amount of rent reduction at "back of market rate"
- Number of units to be designated as affordable
- Length of time those units will be designated as affordable

Below are examples of how to determine the three income tiers associated with multi-family units using the various models. Each tier has different levels of external funding sources and city incentives, with Tier 3 having the most complexity because it involves the most external funding sources, including government assisted housing programs, such as the Low-Income Housing Tax Credit program (LIHTC). In addition, each tier will have its own qualifying income levels for the renter and assumptions about the potential size of the funding pool.

- **Tier 1** – Very limited incentives, including only the density bonus. The goal is to hold the rent levels to market rate or less for a specific amount of time. This tier has less complex compliance requirements, and the tenant income and affordable rent levels are verified by the City and the development's property management.
- **Tier 2** – May be limited to only City incentives, including both density bonuses and waived impact fees. The funding pool might only allow for a small amount of affordable housing as a small subset of all the units constructed. This tier has less complex compliance requirements, and the tenant income and affordable rent levels are verified by the City and the development's property management.
- **Tier 3** – Numerous external funding sources and City incentives are available, including government housing program assistance programs that have tighter eligibility and compliance requirements. The funding pool is intended to hold rents significantly below market rates, for most, if not all, units, for 30+ years. This tier involves strict compliance requirements, with tenant income and affordable rent level verifications carried out by the applicable government agency and the development's property management.

The following definitions apply toward the models illustrated below.

- **Number of Units - Total Project:** Total units to be built or converted
- **Number of Years to Apply Funding Dollars:** Years of reduced rent
- **Interest Rate:** Current interest rate used to determine the present value of annualized payment amount
- **Market Rent:** Current fair market rent in Bentonville
- **Discounted Rent $ (Monthly):** Planned rent discount per month multiplied by the number of bedrooms
- **Guaranteed Rent:** Expected monthly rental rate for income qualified renters, for the durations of years to amortize (Market Rent – Discounted Rent = Guaranteed Rent)
- **Number/Mix of Units Discounted:** Number of units and the mix of units by number of bedrooms (i.e. how many one bedroom units, two bedroom units, and so on) to which the funding pool is applied.
- **Total Annualized Funds Available:** Total funding pool amount converted to an annualized funding amount. When calculating the Total Annualized Funds Available, it is assumed that the developer would have to borrow the funds at a specific interest rate for a specific amount of

time. This factor is taken into consideration when determining the annualized funding dollars to apply. The formula used within Microsoft Excel is: =PMT (Annual interest rate/12, (Number of Months), Total Fund Source Amount,0,0)*-12

- **Total Annualized Funds Applied:** Total amount of annualized funds applied to affordable units. (Discounted Rent $ (Monthly) multiplied by 12 months, multiplied by number of affordable housing units by tier.
- **Under/(Over) Applied Funds:** Total Annualized Funds Available minus Total Annualized Funds Applied. Ideally, the difference should be as close to zero as possible.
- **Affordable Housing (Min):** The minimum affordable contract rent amount determine for each income level tier.
- **Affordable Housing (Max):** The maximum affordable contract rent amount determine for each income level tier. The Guaranteed Rent amount per unit should be less than the Affordable Housing (Max) rate for the corresponding tier.
- **Funding Pool:** Represents all external funding sources and City Incentives that will be used towards buying down the cost of affordable housing units. May include federal tax credits, National Housing Trust, donated or leased Land, HOME Funds, waived impact fees, density bonuses, state tax credits, deferred developer fees, and philanthropic contributions.

Note: These methods are baseline models and will change over time as the process and incentives evolve. Any changes will need to be submitted by the Affordable Housing Collaborator and approved by City Council as needed. Approval of the final, agreed upon terms between the City and developers is always the responsibility of the AHM.

Tier 1 Example (80–120% MFI: $66,951–$100,450)

Tier 1 is where the fewest funding dollars are available to help buy down rental rates. Given this fact, the goal is to apply the limited funding pool toward retaining current rental rates for a number of years. In this example, the developer has been guaranteed a density bonus and, in return, will lock in the current rental rate of $1,500 per month for a two-bedroom unit for the next 10 years (Fig. 30).

# Units - Total Project	160	
Number of Years to Apply Funding Dollars	**10**	
Interest Rate	5%	
Multi-Family City Incentives Distribution	**$ 434,340**	**Density bonus only*
Annualized Funding Dollars	**$ 55,282**	Step 1
CPI Rate	4.79%	

Tier 1	Step 2		Step 3	Step 4	Step 5	Step 6	
Bedrooms	**Market Rent**	**Discounted Rent $'s (Monthly)**	**Guaranteed Rent**	**CPI Adjusted Rent**	**Avg Monthly Rent Increase Foregone**	**Number of Affordable Housing Units**	**Total Annual Distributed Incentives**
1	$ 930		$ 930	$ 1,485	$ 55	25	$ 16,645
2	$ 1,500		$ 1,500	$ 2,395	$ 89	36	$ 38,660
3	$ 1,995		$ 1,995	$ 3,185	$ 119	-	$ -
4	$ 2,395		$ 2,395	$ 3,824	$ 143	-	$ -
Total Annualized Funds Applied			**$ 1,266**	$ 2,022	$ 76	**61**	$ 55,306
Total Annualized Funds Available							$ 55,282
Under/(Over) Applied Funds							$ (23)

Tier 1 Core Housing Target (Max) **$ 1,674** Step 7

Figure 30: Tier 1 Project Example

- **Step 1** - Calculate the present value of the total funding pool being used to buy down the rents.
  - Total funding pool = $434,340
  - Using 10 years and a 5% interest rate, the annualized funding to be applied toward rent reduction is $55,282 annually
  - **Used Payment function is Microsoft Excel for each of the fund sources
    - (PMT(5% Interest Rate/12,10 years*12, Funding Amount,0,0)*-12)
  - Interest Rate source: https://fred.stlouisfed.org/series/MORTGAGE30US
- **Step 2** - Input Bentonville's Market Rent for each of the bedroom sizes.
  - For a two-bedroom unit, the most recent Market Rent is $1,500 per month
  - Source: https://www.zumper.com/rent-research/bentonville-ar
- **Step 3** – The goal is to maintain the Market Rent at the time of the project for a set number of years.
- **Step 4** - Calculate the future value of Market Rent. This represents the future value of rental rates (CPI adjusted) that the developer is forgoing on a subset of rental units.
  - **Used Future Value function is Microsoft Excel for each of the fund sources
    - (FV (4.79% CPI Rate,10 years, -Guaranteed Rental rate,1)
  - Source: Consumer Price Index for Shelter: Rolling 5-year Average % Change - West South-Central Region

- **Step 5 –** Determine the average monthly rent increase forgone by the developer. This represents the average monthly rent amount forgone over the agreed upon duration of 10 years.
    - Calculation for two-bedroom: ((CPI Adjusted Monthly Rent ($2,395) minus Guaranteed Rent ($1,500)) divided by 10 years
    - ($2,395 - $1,500) / 10 = $89 per unit

- **Step 6** - Determine the number of units by bedroom size that will be guaranteed.
    - In the example above, the developer is guaranteeing 36 two-bedroom units at the $1,500 monthly rate, fixed for 10 years
    - This will utilize $38,660 of the $55,282 annual fund amount to be applied
        - 36 units x ($89 x 12)
    - The developer is also locking in 25 units at $930, utilizing $16,645
        - 25 units x ($55 x 12)
    - Total Funds Applied $55,306 vs Total Funds Available of $55,282
        - Note the small Under/(Over) balance amount of ($24)

- **Step 7** – Ensure the Guaranteed Rent is below the Tier 1 Affordable Housing (Max) Rate.
    - The Guaranteed Rent above is $930 and $1,500 a month for the 61 Units
    - The Affordable Housing (Max) rate = $1,674 a month
    - Since the Guaranteed Rate is less than the Affordable Housing (Max) rate for Tier 1, the project is considered affordable.

Tier 2 Example (50–80% MFI: $41,851–$66,950)

The Tier 2 method is like Tier 1 except that it leverages both density bonuses and impact fees. Thus, the annualized funding pool is larger ($115,928), and the pool is applied over 10 years to lower the monthly rental rate on 18 units out of the 160 being constructed (Fig. 31 and 32).

Incentive	Multi-family	Annualized Funding Dollars
Total Impact Fees Incentives	$ 476,480	$ 60,646
Density Bonus Calculation	$ 434,340	$ 55,282
Total Incentives	**$ 910,820**	**$ 115,928**

Figure 31: Tier 2 Total City Incentives Example

# Units - Total Project	160	
Number of Years to Apply Funding Dollars	10	
Interest Rate	5%	
Multi-Family City Incentives Distribution (Tier 2)	**$ 910,820**	Step 1
Annualized Funding Dollars	$ 115,928	

Step 2 | Step 3 | Step 4

Bedrooms	Market Rent	Discounted Rent $'s (Monthly)	Guaranteed Rent	Number of Affordable Housing Units	Annulized Rent Discount	Total Annual Rent Discounted Dollars
1	$ 930	$ 283	$ 647	3	$ 3,390	$ 10,171
2	$ 1,500	$ 509	$ 991	12	$ 6,113	$ 73,357
3	$ 1,995	$ 900	$ 1,095	3	$ 10,800	$ 32,400
4	$ 2,395	$ -	$ 2,395	0	$ -	$ -
Total Annualized Funds Applied	$ 1,488	$ 537	**$ 951**	**18**		**$ 115,928**
Total Annualized Funds Available						**$ 115,928**
Under/(Over) Applied Funds						$ -
Tier 2 (Min)			$ 419			
Tier 2 (Max)			**$ 1,116**			

Step 5

Figure 32: Tier 2 Project Example

- **Step 1** - Calculate the present value of the total funding pool being used to buy down the rents.
  - Total funding dollars = $910,820
  - Using 10 years (minimum of five years recommended) and a 5% interest rate, the annualized funding to be applied toward rent reduction = $115,928
  - **Used Payment function is Microsoft Excel for each of the fund sources
    - (PMT(5% Interest Rate/12,10 years*12, Funding Amount,0,0)*-12)
  - Interest Rate source: https://fred.stlouisfed.org/series/MORTGAGE30US
- **Step 2** - Input Bentonville's Market Rent for each of the bedroom sizes.
  - For a two-bedroom unit, the most recent market rate is $1,500 per month.
  - Source: https://www.zumper.com/rent-research/bentonville-ar
- **Step 3** - Determine what the discount per month will be for each of the affordable units.
  - In the example above, a two bedroom is being applied a $509.42 monthly discount
  - Therefore, a Guaranteed Rate of $990.58 a month is established
    - ($1,500 - $509.42 = $990.58)
  - This is the amount the developer is guaranteeing the monthly rent rate to be over the 10-year period

- **Step 4** - Determine the number of units by bedroom size that will be designated affordable.
  - In the example above, the developer is guaranteeing 12 two-bedroom units at the $990.58 monthly rate
  - This will utilize $73,357 of the $115,928 annual funding pool amount to be applied
    - 12 units x ($509.42 x 12)
  - The remaining annual funding pool will also fund 3 one-bedroom units at $647, using $10,171 of the annual funding pool (3 units X ($282.54 x 12) and 3 three-bedroom units at $1,095 per month, utilizing $32,400 of the annual funding pool (3 units x ($900 x 12))
  - The goal is to apply the total $115,928 annual funds across the units
  - Therefore, 18 units to be constructed will be designated affordable

- **Step 5** – Ensure the Guaranteed Rent is below Tier 2's Housing (Max) rate.
  - The Guaranteed Rent above is $950.80, $647.46, and $1095 per month
  - The Affordable Housing (Max) rate is $1,116 a month
  - Since the Guaranteed Rates are less than the Affordable Housing (Max) rate for Tier 2, the project is considered affordable

Tier 3 Example (30–50% MFI: $25,110–$41,850)

****For illustration Purposes only --- Subject to LIHTC Application's Unit Rates*

# Units - Total Project	160
Number of Years to Apply Funding Dollars	35
Interest Rate	5%

Sources of Funds	Total Dollars	Annualized Funding Dollars
Tax Credit LIHTC	$ 8,437,254	$ 510,981
Philanthrophy	$ 3,500,000	$ 211,969
Donated Land	$ 2,171,698	$ 131,524
National Housing Trust	$ 2,000,000	$ 121,125
Home Funds 1%	$ 2,000,000	$ 106,266
Deferred Developer Fees	$ 1,335,040	$ 80,853
State LIHTC Equity	$ 1,100,000	$ 66,619
Total Other Sources	$ 20,543,992	$ 1,229,337
Multi-Family City Incentives (Tier 3)	$ 910,820	$ 55,162
Funding Dollars	**$ 21,454,812**	**$ 1,299,357**

Step 1

Step 2 | Step 3 | Step 4

Bedrooms	Market Rent	Discounted Rent $'s (Monthly)	Guaranteed Rent	Number of Affordable Housing Units	Annulized Rent Discount	Total Annual Rent Discounted Dollars
1	$ 930	$ 501	$ 429	20	$ 6,013	$ 120,262
2	$ 1,500	$ 907	$ 593	51	$ 10,884	**$ 555,095**
3	$ 1,995	$ 1,300	$ 695	40	$ 15,600	$ 624,000
4	$ 2,395	$ -	$ 2,395	0	$ -	$ -
Total Annualized Funds Applied	$ 1,576	**$ 975**	**$ 600**	**111**	**$ 32,497**	**$ 1,299,357**
Total Annualized Funds Available						**$ 1,299,357**
Under/(Over) Applied Funds						$ -
Tier 3 (Min)			$ 419			
Tier 3 (Max)			**$ 698**			

Step 5

Figure 33: Tier 3 Project Example

- **Step 1** - Calculate the present value of the total funding pool being used to buy down the rents.
  - Total funding dollars = $21,454,812 (Fig. 33)
  - Using 35 years and a 5% interest rate, the annualized funding to be applied toward rent reduction = $1,299,357
  - **Used Payment function is Microsoft Excel for each of the fund sources.
    - (PMT(5% Interest Rate/12,35 years*12, Funding Amount,0,0)*-12)
  - Interest Rate source: https://fred.stlouisfed.org/series/MORTGAGE30US
- **Step 2** - Input Bentonville's Market Rent for each of the bedroom sizes.
  - For a two-bedroom unit, the most recent market rate is $1,500 per month
  - Source: https://www.zumper.com/rent-research/bentonville-ar
- **Step 3** - Determine what the discount per month will be for each of the affordable units
  - In the example above, a two bedroom is being applied a $907 monthly discount

- Therefore, a Guaranteed Rate of $593 a month is established
  - ($1,500 - $907 = $593)
- This is the amount the developer is guaranteeing the monthly rent rate to be over the 35-year period

- **Step 4** - Determine the number of units by bedroom size that will be designated affordable.
  - In the example above, the developer is guaranteeing 51 two-bedroom units at the $593 monthly rate
  - This will utilize $555,095 of the $1,299,357 annual funding pool amount to be applied
    - 51 units x ($907 x 12)
  - The goal is to apply the total $1,299,357 annual funds across the units
  - Therefore, 111 units to be constructed will be designated affordable
- **Step 5** – Ensure the Guaranteed Rent is below Tier 3's Affordable Housing (Max) rate
  - The Guaranteed Rent above is $600 a month
  - The Affordable Housing (Max) rate is $698 a month
  - Since the Guaranteed Rate is less than the Affordable Housing (Max) rate for Tier 3, the project is considered affordable

Expedited Development Cycle ("HOV Lane")

While expediting the development cycle is not directly related to the financial calculations above, it is still very valuable to developers as they can capitalize on their investments more quickly. It is also essential in incentivizing developers to act in addressing affordable housing in Bentonville.

The time savings would also be a major factor in Federal or State affordable housing subsidy programs that have strict deadlines for project completion. The Low-Income Housing Tax Credit (LIHTC) program, for example, requires that approved projects be completed within two years. If that deadline is not met, the program will rescind all awarded tax credits, a loss that would be in the millions of dollars for the project. Improvements in cycle time are essentially required for developers in Bentonville to leverage these Federal and State dollars on behalf of workforce households in our three target tiers.

> *Note: While the resulting cycle time improvements illustrated below (Fig. 34) do not bring the total cycle time to less than two years, the time allotted for zoning ("Phase 0") and, potentially, part of the concept portion of Phase 1 are often not included in the Federal and State timeline. This means that the process improvements would enable Bentonville to use such programs.*

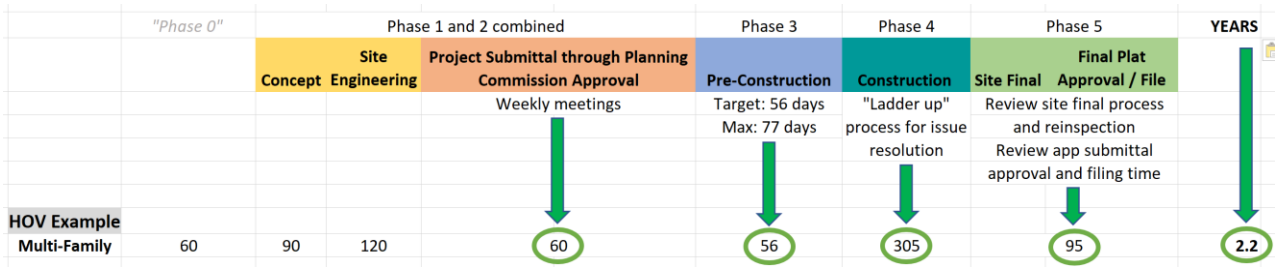


Figure 34: "HOV Lane" Cycle Time Improvements for Multi-family

Each ***Project ARROW*** project will work with the Affordable Housing Manager in addition to their designated project manager from the City of Bentonville's Planning Department. The role of both staff members is to serve as a liaison and expediter throughout the development cycle.

For the purposes of resolving issues during the development cycle, the City is committing to an issue resolution ladder as a proactive conflict management tool to bring structure to the collaborative problem-solving process and resolve project issues quicker and at the lowest possible level. If an issue is not resolved within two days, the issue will be elevated to the next level (the supervisor of the person in the previous level until it would finally reach the Mayor's Office).

PHASES 1 AND 2: Pre-Development

Affordable housing projects will have Phases 1 and 2 of the development cycle combined for the purpose of reducing the timeline from concept through Planning Commission approval.

Concept

Interested parties will need to schedule a concept meeting with the Affordable Housing Manager and any other necessary departments to discuss the proposed project and the zoning, development, and utility requirements.

Site Engineering

Applicants must stay in contact with the Affordable Housing Manager and development staff while preparing their final plan sets. Coordinating with planning, engineering, and utility staff can save significant time and effort during the Project Submittal and Review process. For example, providing electric service information early in the process can allow Electric Department staff to begin electric design immediately.

Once a proposed project has developed a set of plans that meet the requirements of the "Pre-Application Conference Checklist" and has collected all the documents required for submission, they may submit their project through the City's eTrakit System for first review.

Project Submittal and Review

As opposed to a Pre-Application Conference, affordable housing projects will have a "First Submittal Comments" meeting the Wednesday after the first staff comment due date. Applicants and the Affordable Housing Manager will meet on a weekly basis from application through Planning Commission approval to keep projects on track and on time.

PHASE 3: Pre-Construction

One barrier of the development cycle discussed by the workgroup was the inconsistent timeline from the Planning Commission meeting to the Pre-Construction meeting. In an effort to solve for this issue, Project ARROW participants will have a mutually beneficial submittal schedule from Planning Commission to Pre-Construction. The Affordable Housing Manager and the assigned Planning Department Project Manager will work with applicants on a 14-day resubmittal and 7-day review schedule—post-Planning Commission approval—to get plans finalized for construction (Fig. 35).

1st Submittal Deadline @ 4:30 PM	1st Submittal Comments Available to Applicant	First Submittal Comments Meeting with all Departments	2nd Submittal Deadline	2nd Submittal Comments to Applicant	3rd Submittal Comments	3rd Submittal Comments to Applicant	Planning Commission Tech Review @ 4:00 PM Public Hearings @ 5:00 PM	4th Submittal	4th Submittal Comments to Applicant	5th Submittal (If Needed)	5th Submittal Comments to Applicant
Day 0	Day 7	Day 9	Day 14	Day 21	Day 28	Day 35	Day 36	Day 49	Day 56	Day 70	Day 77

Figure 35: Pre-Construction Submittal and Review Schedule

PHASE 4: Construction

The issue resolution ladder described above will most often be used during this phase, allowing solutions to be reached much quickly and resulting in a significant reduction in the duration of this phase.

PHASE 5: Site Final/Final Plat

The final inspection and final plat approval processes will be streamlined to move affordable projects through at a faster rate. City staff will explore options such as re-inspection protocols, submission to the Planning Commission sooner if only minimal changes are required after inspection, and faster filing times.

Stage 5: Establish compliance requirements

Tiers 1 and 2

Each January, the developer/property manager will present a structured document showing the number of units at each bedroom size, as well as the rental rate for those units for each Tier 1 or Tier 2 project. The income of the household living in the unit will established by the tenants' W2s, which will also be provided by the developer/property manager, following the Low-Income Housing Tax Credit (LIHTC) program's income verification methodology.

> *Note: If the household income rises above the maximum threshold for household compliance after the initial move in, the household is not in violation and will be allowed to stay at the lower rent for the duration of their residency.*

If the developer becomes out of compliance and does not address the issue during the City's required "cure period", they will be subject to the penalties described in their contract with the City.

Tier 3

For a Tier 3 project—which will likely involve tax credits—HUD, the Arkansas Development Finance Authority (ADFA), and the tax credit investors will all utilize the compliance mechanisms put in place by HUD.

Note: It is extremely rare for such a project to be out of compliance and not be cured.

The City would require the same compliance as HUD and ADFA. If the developer becomes out of compliance and does not address the issue during the City's required "cure period", they will be subject to the penalties described in their contract with the City.

Stage 6: Determine eligibility for specific families through the property manager

Once the qualified Income ranges are determined, the property manager will use the tools provided by HUD to determine Eligibility for specific families by household size (Fig. 36). Note the tie back to the starting MFI numbers used for a family of four: $41,850.

FY 2022 Income Limits Documentation System

HUD.gov HUD User Home Data Sets Fair Market Rents Section 8 Income Limits MTSP Income Limits HUD LIHTC Database

FY 2022 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2022 Income Limit Area	Median Family Income	FY 2022 Income Limit Category	Persons in Family 1	2	3	4	5	6	7	8
Fayetteville-Springdale-Rogers, AR MSA	$83,700	Very Low (50%) Income Limits ($) Click for More Detail	29,300	33,500	37,700	**41,850**	45,200	48,550	51,900	55,250
		Extremely Low Income Limits ($)* Click for More Detail	17,600	20,100	23,030	**27,750**	32,470	37,190	41,910	46,630
		Low (80%) Income Limits ($) Click for More Detail	46,900	53,600	60,300	**66,950**	72,350	77,700	83,050	88,400

The **Fayetteville-Springdale-Rogers, AR MSA** contains the following areas: Benton County, AR; Madison County, AR; and Washington County, AR.

Figure 36: FY2022 HUD Income Limits for the Fayetteville-Springdale-Rogers, AR MSA

SINGLE-FAMILY

The following section details how each section of the Project ARROW process is implemented. The pathway for multi-family and single-family is slightly different and is illustrated below (Fig. 37).

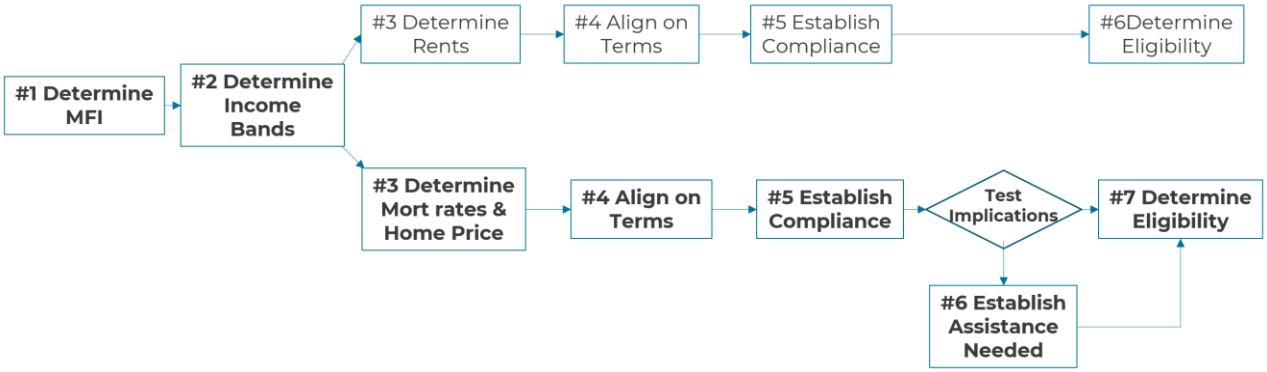


Figure 37: Project ARROW Single-family Process

Stage 1: Obtain the MFI for Bentonville

The household income ranges will be determined by Jan 31 of each year by using the HUD Median Family Income (MFI) for the Fayetteville-Springdale-Rogers MSA region. The information can be obtained by accessing the following website: https://www.huduser.gov/portal/datasets/il.html. **For 2022, the MFI is $83,700 for a household of four**.

Stage 2: Determine Affordable Household Qualifying Income Limits

Affordable Household Qualifying Income Limits must be calculated by January 31 of each year. In order to qualify, a family's income will have to be less than or equal to the maximum income limit of the qualifying tier. The table below, for example, is for a family of four. Specific family qualifications using adjustments for household size are addressed in Step 6.

Schedule A: Qualified Household Income Limits (Household of four)

Tier	Calculation	Income Limit
Tier 3	30%-50% of MFI	$25,110 - $41,850
Tier 2	50%-80% of MFI	$41,851 - $66,950
Tier 1	80%-120% of MFI	$66,951 - $100,450

The current MFI for a family of four is $83,700, which is used to calculate the income thresholds for each tier. For example, the maximum annual income for Tier 3 households is ($83,700 x 50% =) $41,850.

Stage 3A: Determine mortgage rates that are considered appropriate for each income range

Using HUD's guidelines, affordability for home ownership purposes is defined as 31% of one's monthly income for housing costs. Utilities, taxes, and other associated costs are roughly 4% of housing costs, which means the remaining 27% is mortgage expense.

Using our example above, $41,850 x 27% / 12 months equals a mortgage of $942 per month.

Stage 3B. Determine what home prices are affordable in a "normal market"

Translating this to a home price for an individual must take into account what the prevailing interest rates are at the time of purchase (see Phase 6 below). A 10-year rolling average interest rate is used to calculate the target affordable home prices for a developer/builder to hit (Fig. 38). Current rates will be used to determine what tools are needed at the individual level later in this guide.

Assumptions:

Interest Rate	3.89%	*10 yr rolling average*	https://fred.stlouisfed.org/series/MORTGAGE30US
# Periods for 30 yr Mortgage	360	*months*	
Compound per year	12		
Front-End debt to Income Ratio	31.00%		https://www.hud.gov/sites/documents/4155-1_4_SECF.PDF
Mortgage Insurance/Taxes ect.	4.00%		
AMME Rate	27.00%		

			27%				
	Income Level		Allowable Monthly Mortgage Expense (AMME)		Affordable Housing Price Index (AHPI)		
Affordable Housing Category	Min	Max	Min	Max	Min	Mid	Max
Tier 3	$ 25,110	$ 41,850	$ 565	$ 942	$ 119,928	**$ 159,904**	$ 199,880
Tier 2	$ 41,851	$ 66,950	$ 942	$ 1,506	$ 199,885	**$ 259,822**	$ 319,760
Tier 1	$ 66,951	$ 100,450	$ 1,506	$ 2,260	$ 319,765	**$ 399,762**	$ 479,759

Interest Rate - 30-year fixed mortgage index (FMI)

Using Front-End Debt to Income Ratio - As described by FHA Guidelines

AMME - Allowable Monthly Mortgage Expenses

https://www.investopedia.com/terms/f/front-end-debt-to-income-ratio.asp

Figure 38: Calculating Affordable Home Prices in a "Normal Market"

Stage 4: Use of the funding

The single-family housing incentives plan can be broken down into five sections (A-E) that have various levels of accountability (Fig. 39).

Market Sales price SQFT $ 200 https://www.realtor.com/research/data/

	(A)	(B)		(C)		(D)	(E)		
	Developer Receives	Developer Commits		Additional Contributions		Buyer Receives	Affordable Housing Price Index		
Single Family Home	Units per Acre Obtained	Market Home Price	Target SQFT	Impact Fees Waived	ADFA Home Program	Sales Price to Buyer	Min	Mid (Target)	Max
Tier 3	16	$ 170,000	850	$ 3,234	$ 5,925	$ 160,841	$ 119,928	$ 159,904	$ 199,880
Tier 2	10	$ 280,000	1,400	$ -	$ -	$ 280,000	$ 199,885	$ 259,822	$ 319,760
Tier 1	6	$ 440,000	2,200	$ -	$ -	$ 440,000	$ 319,765	$ 399,762	$ 479,759

ADFA Home Program Low Interest - Assumes 1% ADFA vs Market of 3.89%

Figure 39: Single-family Housing Incentives Plan Example

A. *"Developer Receives"*

As a participant in the ***Project ARROW*** process, the developer will be allowed to build in higher density zoning districts, as defined by the City's land use map (to be updated in 2023). Additionally, the developer will receive density guarantees from the City that are linked to the various income tiers, based on the units per acre that are obtainable. The Planning Department will use the same density bonus tools as described in the Multi-family section above. The project will then be entered into the expedited development cycle ("HOV Lane").

The example illustrated in Section A above shows the developer is being guaranteed 16 units per acre for Tier 3 housing, 10 units per acre for Tier 2, and six units per acre for Tier 1. The housing mix and target square footage of the units is determined by the developer as they work with the Planning Department and the AHM. Given each parcel of land is different, the tools used by the Planning Department and AHM to determine the obtainability numbers will be different.

B. *"Developer Commits"*

In exchange for the density bonus and an expedited development cycle, the developer commits to the home prices shown in Section B above. For example, Tier 3 has a market home price of $170,000. This value is calculated by multiplying the market sales price of $200 per square foot by the target unit size of 850 square feet ($200 x 850 =$170,000). The developer must commit to the sales price in the contract with the City. The market sales price per square foot should be revisited every six months for future projects and can be found at the following website: https://www.realtor.com/research/data/

The developer also ensures there are deed restrictions that require that the property is owner occupied for at least seven years. The developer will also ensure the POA disallows long-term or short-term rentals during the deed restriction period (i.e. seven years). Furthermore, the contract between the City and the developer/builder will require that the buyer meet the income limits of our three target tiers. The developer will need to provide documentation of these requirements to the AHM when requested.

These requirements will not restrict the amount for which the buyer can sell the house or when the buyer may sell the house.

C. *"Additional Contributions" (Tier 3 only)*

To promote affordable housing being built in Bentonville, the AHM may choose to waive impact fees and provide additional incentives such as CBDG funds. Any incentive provided should be used to reduce the sales price for the buyer. In addition, the financial models maintained by the AHM will need to be modified to reflect any incremental incentives offered. The price reduction amount and method should be clearly defined. To be eligible for these additional incentives, the developer is encouraged to leverage funds from the ADFA HOME program to lower the development costs and to assist in providing financing for the buyer (see Stage 6 below).

D. *"Buyer Receives"*

The sales price to the buyer is set and agreed upon. In this example, the Tier 3 sales price to the buyer is calculated by taking the market home price of $170,000 and subtracting the City's waived impact fees incentive ($3,234) and the estimated impact of the ADFA HOME program ($5,925). Thus, the projected sales price to the buyer for a 850 square foot home in Tier 3 is ($170,000 - $3,234 - $5,925 equals) $160,841.

E. *Affordability Housing Price Index*

Once the sales price to the buyer is calculated, it is compared to the Affordability Housing Price Index (AHPI, see Phase 3B above). The developer and the AHM will ensure that the AHPI ranges are being met. The City will make the final decision as to whether the development is an Affordable Housing Qualified Project.

Expedited Development Cycle ("HOV Lane")

While expediting the development cycle is not directly related to the financial calculations above, it is still very valuable to developers as they can capitalize on their investments more quickly. It is also essential in incentivizing developers to act in addressing affordable housing in Bentonville.

Each ***Project ARROW*** project will work with the Affordable Housing Manager in addition to their designated project manager from the City of Bentonville's Planning Department. The role of both staff members is to serve as a liaison and expediter throughout the development cycle (Fig. 40).

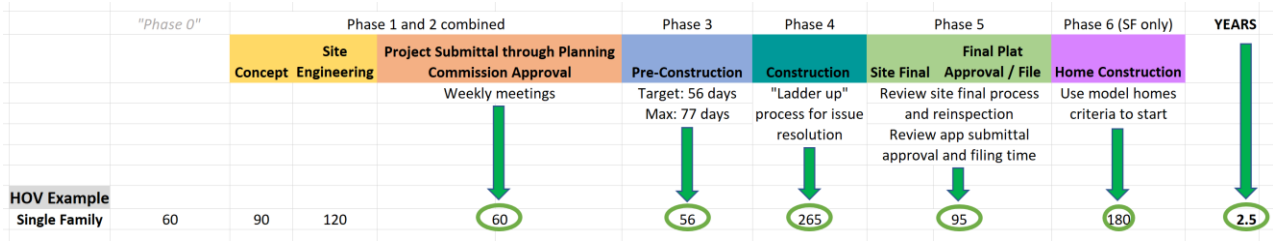


Figure 40: "HOV Lane" Cycle Time Improvements for Single-family

For the purposes of resolving issues during the development cycle, the City is committing to an issue resolution ladder as a proactive conflict management tool to bring structure to the collaborative problem-solving process and resolve project issues quicker and at the lowest possible level. If an issue is not resolved within two days, the issue will be elevated to the next level (the supervisor of the person in the previous level until it would finally reach the Mayor's Office).

PHASES 1 AND 2: Pre-Development

Affordable housing projects will have Phases 1 and 2 of the development cycle combined for the purpose of reducing the timeline from concept through Planning Commission approval.

Concept

Interested parties will need to schedule a concept meeting with the Affordable Housing Manager and any other necessary departments to discuss the proposed project and the zoning, development, and utility requirements.

Site Engineering

Applicants must stay in contact with the Affordable Housing Manager and development staff while preparing their final plan sets. Coordinating with planning, engineering, and utility staff can save significant time and effort during the Project Submittal and Review process. For example, providing electric service information early in the process can allow Electric Department staff to begin electric design immediately.

Once a proposed project has developed a set of plans that meet the requirements of the "Pre-Application Conference Checklist" and has collected all the documents required for submission, they may submit their project through the City's eTrakit System for first review.

Project Submittal and Review

As opposed to a Pre-Application Conference, affordable housing projects will have a "First Submittal Comments" meeting the Wednesday after the first staff comment due date. Applicants and the Affordable Housing Manager will meet on a weekly basis from application through Planning Commission approval to keep projects on track and on time.

PHASE 3: Pre-Construction

One barrier of the development cycle discussed by the workgroup was the inconsistent timeline from the Planning Commission meeting to the Pre-Construction meeting. In an effort to solve for this issue, Project

ARROW participants will have a mutually beneficial submittal schedule from Planning Commission to Pre-Construction. The Affordable Housing Manager and the assigned Planning Department Project Manager will work with applicants on a 14-day resubmittal and 7-day review schedule—post-Planning Commission approval—to get plans finalized for construction (Fig. 41).

1st Submittal Deadline @ 4:30 PM	1st Submittal Comments Available to Applicant	First Submittal Comments Meeting with all Departments	2nd Submittal Deadline	2nd Submittal Comments to Applicant	3rd Submittal Comments	3rd Submittal Comments to Applicant	Planning Commission Tech Review @ 4:00 PM Public Hearings @ 5:00 PM	4th Submittal	4th Submittal Comments to Applicant	5th Submittal (If Needed)	5th Submittal Comments to Applicant
Day 0	Day 7	Day 9	Day 14	Day 21	Day 28	Day 35	Day 36	Day 49	Day 56	Day 70	Day 77

Figure 41: Pre-Construction Submittal and Review Schedule

PHASE 4: Construction

The issue resolution ladder described above will most often be used during this phase, allowing solutions to be reached much quickly and resulting in a significant reduction in the duration of this phase.

PHASE 5: Site Final/Final Plat

The final inspection and final plat approval processes will be streamlined to move affordable projects through at a faster rate. City staff will explore options such as re-inspection protocols, submission to the Planning Commission sooner if only minimal changes are required after inspection, and faster filing times.

PHASE 6: Home Construction

An ordinance will be developed to allow vertical construction of single-family homes sooner in the construction process.

Stage 5: Establish compliance requirements

The developer must commit to the sales price in the contract with the City. Deed and POA documents will be provided by the developer to ensure compliance with the commitments above. If the developer becomes out of compliance and does not address the issue during the "cure period", they will be subject to the penalties described in their contract with the City. If the developer is using HOME funds, compliance with ADFA will also be required.

Stage 6: Establish assistance needed for home buyer

The next step in the single-family housing process is to determine the implications of current market interest rates versus "standard" interest rates (see Phase 3B above). Once the sales price to the buyer is determined, the current interest rate must be compared to the 10-year rolling average interest rate used to set the affordable price ranges (Fig. 42). Typically, interest rates maintain a stable rate over time, but, when economic conditions change significantly and may cause sudden increases in home mortgage interest rates (for example, during global pandemics or periods of record-breaking inflation). This environment can make the proposed affordable housing development exceed the limits of the target tier, due to the Front-end

Debt to Income Ratio, which is used to determine affordable housing financing. Understanding this, the developer and the AHM will discuss various financing options from ADFA or other lending institutions.

Assumptions:	Standard	Current	
Interest Rate	3.89%	7.0%	
Loan Modification Opportunities	0%	0.0%	
Interest Rate Used	3.89%	*7.0%*	3.11%
# Periods for 30 yr Mortgage	360	360	
Compound per year	12	12	
Front-End debt to Income Ratio	31.00%	42.13%	***Change in Debt Ratio***
Mortgage Insurance/Taxes ect.	4.00%	4.00%	
AMME Rate	27.00%	38.13%	

	Income Level		Affordable Housing Price	Monthly Mortgage Expense (Mid)				Affordable Housing Price Needed (Mid)		
Affordable Housing Category	Min	Max	Mid	3.89%	7.0%	Diff		3.89%	7.00%	Diff
Tier 3	$ 25,110	$ 41,850	$ 159,904	$ 753	$ 1,064	$ 311		$ 159,904	$ 113,227	$ (46,677)
Tier 2	$ 41,851	$ 66,950	$ 259,822	$ 1,224	$ 1,729	$ 505	**OR**	$ 259,822	$ 183,978	$ (75,844)
Tier 1	$ 66,951	$ 100,450	$ 399,762	$ 1,883	$ 2,660	$ 776		$ 399,762	$ 283,068	$ (116,694)

Figure 42: Implications of Current Interest Rates vs. "Standard" Interest Rates

The above example illustrates the impact of substantial interest rate differences used to calculate the Affordable Housing Price Index and the current market interest rate for 30-year fixed mortgage. The interest rate used to determine the standard affordable single-family housing prices was 3.89%, which was determined using a 10-year rolling 30-year mortgage interest rate set each year.

As shown, the 7% current market interest rate would create a Front-End Debt to Income ratio of **42.13%** to the buyer or increase the monthly mortgage expense for Tier 3 by $311 per month. It would be very difficult for the buyer to get financing for the purchase of the home via conventional financing. Knowing this at the time of considering an approval of an affordable housing project is vital so that potential "buyer assisted housing programs" can be discussed and proposed to bridge the affordability gap.

For Tier 3, the developer would need to set the sales price at $113,227 per unit or $46,677 lower than the affordable prices determined at the 3.89% interest rate. When confronted with a situation like this, there may be federal or state programs that the developer may use to decrease the cost of construction. The AHM and the developer should also work with the Workforce Housing Center to explore what Federal and state resources might be available. The agreed upon plan and related implications of interest rate changes will need to be reviewed as part of determining whether a developer's project exceeds the limits of the target tier due to these factors.

The tools used in aligning affordable housing incentive plans will be developed and maintained by the AHM, and all plans will require signatures by the developer and the AHM. In addition, the financial models maintained by the AHM will need to be modified to reflect any incremental incentive to be offered. The

"buy down" amount and method should be defined and illustrated to ensure all parties understand the impact and expectations of each party.

> *NOTE: As pointed out by the Bentonville Housing Affordability Workgroup, there may be times when interest rates are substantially above the 10-year average, preventing home ownership for those in the Tier 3 income band.*

Stage 7: Determine eligibility for specific families through the developer

Once the qualified income ranges are determined, the developer will use the tools provided by HUD to determine Eligibility for specific families by household size (Fig. 43). Note the tie back to the starting MFI numbers used for a family of four: $41,850.

FY 2022 Income Limits Documentation System

HUD.gov HUD User Home Data Sets Fair Market Rents Section 8 Income Limits MTSP Income Limits HUD LIHTC Database

FY 2022 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2022 Income Limit Area	Median Family Income	FY 2022 Income Limit Category	Persons in Family 1	2	3	4	5	6	7	8
Fayetteville-Springdale-Rogers, AR MSA	$83,700	Very Low (50%) Income Limits ($) Click for More Detail	29,300	33,500	37,700	**41,850**	45,200	48,550	51,900	55,250
		Extremely Low Income Limits ($)* Click for More Detail	17,600	20,100	23,030	**27,750**	32,470	37,190	41,910	46,630
		Low (80%) Income Limits ($) Click for More Detail	46,900	53,600	60,300	**66,950**	72,350	77,700	83,050	88,400

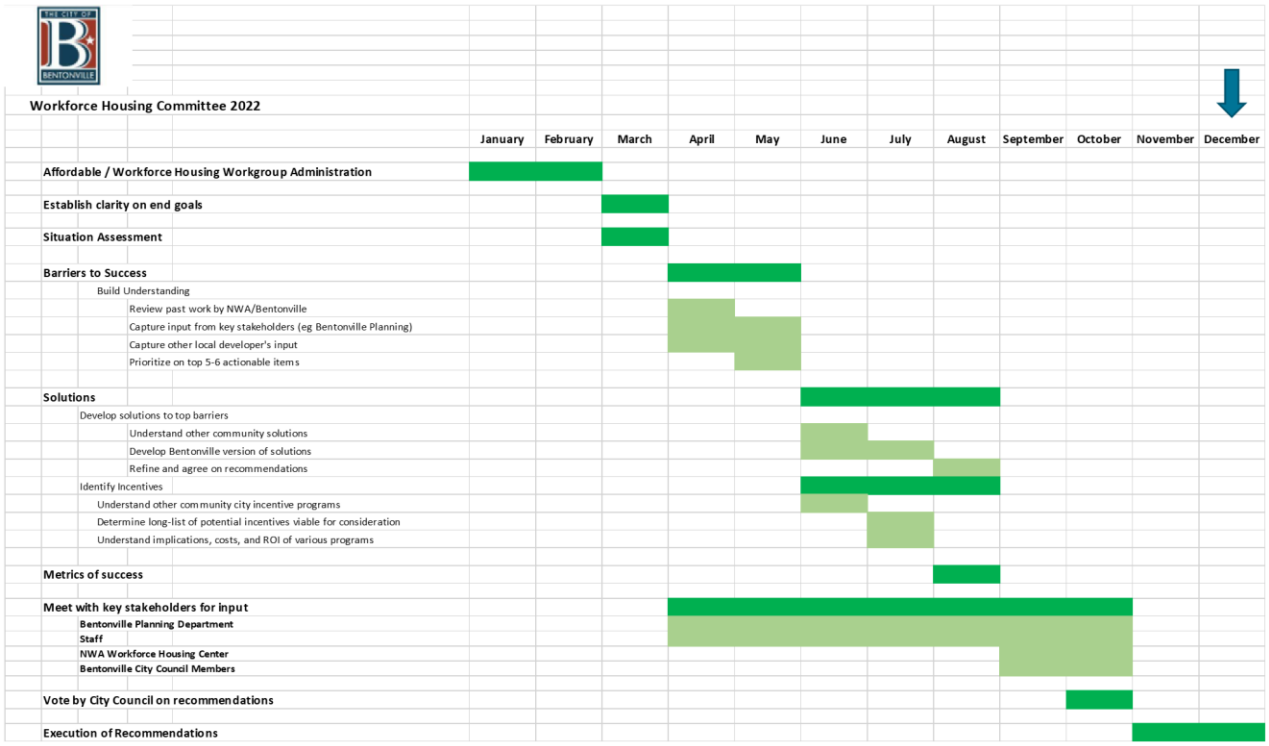
The **Fayetteville-Springdale-Rogers, AR MSA** contains the following areas: Benton County, AR; Madison County, AR; and Washington County, AR.

Figure 43: FY2022 HUD Income Limits for the Fayetteville-Springdale-Rogers, AR MSA

APPENDIX

Appendix A: Work Plan

The following is the work plan that the Bentonville Housing Affordability Workgroup put in place to meet its goals within the 12-month timeframe for which it was authorized. Meetings were held on the fourth Friday of the month for an hour and half, in which each key topic was discussed. Much activity was completed between meetings by workgroup members to ensure that the work plan schedule stayed on track.



Appendix B: National Research

The following are links to the affordable housing studies, policies, procedures, and best practices from across the country that served as inspiration for the ***Project ARROW*** approach.

Document	Organization
Metro Atlanta Housing Strategy	Atlanta Regional Commission
Minneapolis 2040-The City's Comprehensive Plan	Minneapolis Department of Community Planning and Economic Development
Local Government Best Practices	Georgia Municipal Association
Expanding Access to Diverse Housing for Our Community	The Boulder County Regional Housing Partnership
Northwest Arkansas Housing Policy Landscape Assessment Phase Two Report	Walton Family Foundation
Expanding Housing Choices	City of Durhman/Durham County Planning
Accessory Dwelling Units	The County of Santa Cruz
Zoning Administration and Procedures	Arlington, Virginia
Land Use and Zoning Tools	Arlington, Virginia
State Density Law (Berkley Implementation)	City of Berkley Planning & Development Department Land Use Planning Division
Housing Our Future 2021 Key Accomplishments	LISC Greater Cincinnati
How to Get Rid of Parking Minimums: Decatur, GA	Strongtowns
Code of Ordinances	City of Decatur, Georgia
City of Austin Comprehensive Housing Market Analysis	City of Austin
Building a Foundation: First Annual Report of the Affordable Housing Committee	King County
Development Incentives and Agreements	City of Austin
Washington Housing Initiative	Washington Housing Initiative
Sawmill Community Land Trust	Sawmill Community Land Trust
Regional Affordable Housing Initiative	Orange County Government Florida

EO N-06-19 Affordable Housing Development	State of California
Funders Collective	House ATL
Affordable Housing Development Fund	County of Dane Wisconsin
City of Madison Affordable Housing Strategy	City of Madison
Strategic Housing Blueprint	City of Austin
Reporting and Progress	City of Austin
City of Chicago's Affordable Housing Zoning Bonus Administrative Regulations and Procedures	Chicago Deparment of Planning & Development
Future Housing of Greater Washington (DC)	Metropolitan Washington Council of Governments
Home Wanted	The Boulder County Regional Housing Partnership
Housing Security in the Washington Region	Urban Institute and the Metropolitan Washington Council of Governments
Homebuyer Education and Assistance	City of Austin
Georgia Dream Homeownership Program	Georgia Department of Community Affairs
Georgia Dream Homeownership Program	City of Durham

RESOLUTION NO. _____

A RESOLUTION RECOGNIZING THE FINDINGS AND RECOMMENDATIONS OF THE HOUSING AFFORDABILITY WORK GROUP; AFFIRMING THE CITY'S COMMITMENT TOWARDS FINDING AND IMPLEMENTING ATTAINABLE HOUSING SOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, access to quality, attainable housing is a fundamental pillar of a healthy and thriving community;

WHEREAS, in 2021, the City of Bentonville established the Housing Affordability Work Group to study and make recommendations to improve the supply of and access to affordable, attainable housing;

WHEREAS, City Council is committed to furthering the work of the Housing Affordability Work Group into tangible policy and practice changes of the City.

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

Section 1: The City Council pledges to create an environment, through policy, practice, and Ordinance revision, where developers will build affordably priced housing in areas having convenient access to jobs, services, and amenities that promote a variety of transportation options, ensuring attainability for its target population while also benefiting the City, citizens, developers, and businesses;

Section 2: The City Council affirms the definition of affordable housing as defined by the Housing Affordability Work Group and the U.S. Department of Housing and Urban Development (HUD) as a dwelling unit that a family or household can obtain – whether through rent, purchase, or other means – that costs 30 percent or less of the household's income;

Section 3: The "ARROW" approach will be utilized to create deliverables under the guidance of the Housing Affordability Work Groups final report, with a goal for the first pilot project in 2023;

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 _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
Department	**Inventory Control**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

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

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

Ordinance to enter into an agreement and waive the requirements of competitive bidding with Henard Utility Products for 5/8" and 1" Badger water meters for $173,400.00, plus applicable taxes. Approved by Utility Board 5-0. This is a budgeted item.

Estimated Cost	**173,400.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: January 24, 2023

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Badger Water Meters**

City Staff recommends entering into an agreement and waiving the requirements of competitive bidding with Henard Utility Products for the purchase of 5/8" and 1" Badger water meters for $173,400.00, plus applicable taxes. Henard Utility Products is the sole source for Badger Meters and Badger are the City's approved alternate/back-up meter to the Mueller meters due to supply chain issues that can occur; due to matching Badger equipment installed, and purchasing these items direct from the manufacturer, it is not feasible to solicit competitive bids for Badger Water Meters. Meters will be ordered on an "as needed" basis.

The meters will be ordered on an "as needed" basis for 2023.

Approved by Utility Board 5-0.

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

BADGER WATER METERS 2023

ITEM NO.	Qty	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,000	EA.	4606	BADGER MODEL M25 - 5/8" X 3/4" NSF-61 POSITIVE DISPLACEMENT METER - CAST IRON BOTTOM - HR-E LCD ENCODER -7 DIAL 1 US GALLONS - NICOR CONNECTOR. PART NUMBER 107-6685	$148.83	$148,830.00
2	100	EA.	4607	BADGER MODEL M55 - 1" NSF-61 POSITIVE DISPLACEMENT METER - CAST IRON BOTTOM HR-E LCD ENCODER - 7 DIAL US GALLONS - NICOR CONNECTOR. PART NUMBER 103-4665	$245.70	$24,570.00
						$173,400.00

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF CERTAIN WATER METERS FOR THE BENTONVILLE INVENTORY DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED ONE HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED DOLLARS ($173,400.00) PLUS APPLICABLE TAXES, WITH HENARD UTILITY FOR THIS PURCHASE;AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires standardized 5/8" and 1" Badger water meters to meet required specifications;

WHEREAS, Henard Utility is the sole provider for the standardized water meters in the State of Arkansas, and 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 Henard Utility for the purchase of 5/8" and 1" Badger water meters for the Bentonville Inventory Department in an amount not to exceed one hundred seventy-three thousand four hundred dollars ($173,400.00), plus applicable taxes;

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 the purchase of water meters for the Bentonville Inventory Department.

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	**1/24/2023**
Department	**Electric**
Submitted by	**Travis 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 for a bid award through participation in the Sourcewell Cooperative (Co-Op) contract, 032119-JDC to purchase a John Deere 333G Compact Track Loader and MH60D Mulching Head from Stribling Equipment for $159,863.68. Approved by Utility Board 5-0. This is a budgeted item.

Estimated Cost	**159,863.68**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: January 24, 2023

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Resolution/Bid Award – John Deere Track Loader and Mulching Head**

The Electric Dept. recommends awarding the bid through participation in the Sourcewell Cooperative (Co-Op) contract 032119-JDC, to purchase a John Deere 333G Compact Track Loader and MH60D Mulching Head from Stribling Equipment for $159,863.68.

Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 032119-JDC, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a 2023 budgeted item for $250,000.

Approved by Utility Board 5-0.

Quote Summary

Prepared For:

CITY OF BENTONVILLE SOURCEWELL CONTRACT
ID 032119-JDC
115 W CENTRAL AVE
BENTONVILLE, AR 72712

Prepared By:

CHRIS FARMER
Stribling Equipment, LLC
3838 Wagon Wheel Rd
Springdale, AR 72762
Phone: 479-756-9779
chris.farmer@striblingequipment.com

Quote Id:	25785755
Created On:	16 December 2021
Last Modified On:	20 December 2022
Expiration Date:	31 January 2023

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE MH60D Mulching Head	$ 38,562.86	X	1	=	$ 38,562.86
JOHN DEERE 333G COMPACT TRACK LOADER	$ 107,431.37	X	1	=	$ 107,431.37
Equipment Total					**$ 145,994.23**

Quote Summary	
Equipment Total	$ 145,994.23
DOCUMENTATION FEE	$ 0.00
SubTotal	$ 145,994.23
Sales Tax - (9.50%)	$ 13,869.45
Total	$ 159,863.68
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 159,863.68**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote Id: 25785755 **Customer:** CITY OF BENTONVILLE SOURCEWELL CONTRACT ID 032119-JDC

JOHN DEERE MH60D Mulching Head

Hours:
Stock Number:

Code	Description	Qty
07A2T	MH60D Mulching Head	1
	Standard Options - Per Unit	
2000	Mulching Head Smooth Rotor	1
	Dealer Attachments	
BYT11301	High Debris Application Package	1

JOHN DEERE 333G COMPACT TRACK LOADER

Equipment Notes:
Hours:
Stock Number:

Code	Description	Qty
0BF2T	333G COMPACT TRACK LOADER	1
	Standard Options - Per Unit	
170K	JDLink™	1
0770	Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan, Chrome, Heat Seat, Radio	1
0995	ISO Joystick Controls with Integrated Detents & EH Joystick Performance Package & EH Boom Performance Package	1
1501	English Operator's Manual and Decals	1
2605	Offset Block Lug Tread Pattern - 17.7 in. (450 mm) Tracks	1
4001	2-Inch Seat Belt with Shoulder Harness	1
6006	Air Suspension Seat (Cloth with Heat)	1
8042	Rear View Camera	1
8060	Engine Air Precleaner	1
8370	HD Rear Grille	1
8380	Footrest with Floormat	1
8525	Cab Severe Duty Polycarbonate Door	1

Selling Equipment

Quote Id: 25785755 **Customer:** CITY OF BENTONVILLE SOURCEWELL CONTRACT ID 032119-JDC

9062	84 in. HD Construction Bucket (21.0 cu. ft.) with Edge	1
	Dealer Attachments	
AT348835	Counterweight, Stackable (Single Set)	3
BYT10260	Guard, Auxiliary Hydraulic Quick Coupler	1
BYT10261	Guard, Rear Bumper	1
BYT10259	Guard, Front Single and Dual Rear Worklights	1
BYT10913	Bucket Cylinder Rod Guard	1
		1
	Sourcewell Contract ID 032119-JDC	1

Confidential

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH STRIBLING EQUIPMENT FOR ONE HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS AND SIXTY-EIGHT CENTS ($159,863.68); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Department needs a skid steer for its utility operations;

WHEREAS, the Electric Department is able to utilize bid pricing from the Sourcewell Cooperative purchasing contract, 032119-JDC, to purchase a John Deere 333G Compact Track Loader and MH60D Mulching Head from Stribling Equipment for one hundred fifty-nine thousand eight hundred sixty-three dollars and sixty-eight cents ($159,863.68); and

WHEREAS, this purchase will be made utilizing budgeted funds.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of a John Deere 333G Compact Track Loader and MH60D Mulching Head from Stribling Equipment for one hundred fifty-nine thousand eight hundred sixty-three dollars and sixty-eight cents ($159,863.68) through the Sourcewell Cooperative purchasing contract, 032119-JDC;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
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):*

Resolution to award IFB #22-101 for fiber material to the lowest bidder as shown on the attached bid tabulation in the amount of $358,701.83 plus applicable taxes. Approved by Utility Board 5-0. This is a budgeted item.

Estimated Cost	**$358,702.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: 1/24/23

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Fiber Material Formal Bid # IFB-22-101

The City of Bentonville recommends awarding the bid for fiber material to the lowest bidders plus applicable taxes.

Stuart Irby Company in the amount of $114,199.55
Techline Inc. in the amount of $19,196.60
Wesco Inc. in the amount of $225,305.68

This award is for everything but the fiber. The fiber was awarded at City Council on 10/11/22 with a 26-week lead time.

Approved by Utility Board 5-0.

BEUD PRIORITY TWO MATERIALS

Item	Material Description	Unit	QTY	Supplier	Part Number	BEUD Part Number	Description	Stuart Irby	Techline	Wesco	Irby low total	Techline low total	Wesco low total
1	Formed Wire Dead End For 288 ADSS	Ea	100	PLP	2872012C1E1	2221	FIBER HARDWARE, ADSS 288 COUNT PREFORMED DEADEND, PLP 2872012C1E1	$44.29	$44.77	$44.23			$4,423.00
2	Tangent For 288 ADSS	Ea	100	PLP	4450105	2222	FIBER HARDWARE, ADSS 288 COUNT TANGENT ASSEMBLY, PLP 4450105	$34.49	$34.87	$34.44			$3,444.00
3	Formed Wire Dead End For 144 ADSS	Ea	300	PLP	2872004C1E1	2287	FIBER HARDWARE, ADSS 144 COUNT PREFORMED DEADEND, PLP 2872004C1E1	$44.77	$44.77	$44.23			$13,269.00
4	Tangent For 144 ADSS	Ea	400	PLP	4450100	2288	FIBER HARDWARE, ADSS 144 COUNT TANGENT ASSEMBLY, PLP 4450100	$34.49	$34.87	$34.44			$13,776.00
5	Formed Wire Dead End For 48 ADSS	Ea	95	PLP	2872002C1E1	2289	FIBER HARDWARE, ADSS 48 COUNT PREFORMED DEADEND, PLP 2872002C1E1	$44.29	$44.77	$48.46	$4,207.55		
6	Tangent For 48 ADSS	Ea	50	PLP	4450099	2290	FIBER HARDWARE, ADSS 48 COUNT TANGENT ASSEMBLY, PLP 4450099	$34.49	$34.87	$37.75	$1,729.67		
7	15" Communication Standoff Bracket, 12"	Ea	9	Hubbell	1CSM12	2291	FIBER STANDOFF BRACKET, 15 DEGREE, 12" LENGTH, HPS 1CSM12	$48.00	$48.64	$37.90			$341.10
8	Tangent Suspension Assembly For 288 ADSS (Used with Standoff Bracket)	Ea	10	PLP	4450205-S	2292	FIBER TANGENT SUSPENSION ASSEMBLY (USED WITH STANDOFF BRACKET) FOR 288 ADSS, PLP 4450205-S	$42.35	$42.82	$46.34	$423.50		
9	Tangent Suspension Assembly For 144 ADSS (Used with Standoff Bracket)	Ea	10	PLP	4450200-S	2293	FIBER TANGENT SUSPENSION ASSEMBLY (USED WITH STANDOFF BRACKET) FOR 144 ADSS, PLP 4450200-S	$42.35	$42.82	$46.34	$423.50		
10	Cable Storage (Slack Only)	Ea	20	PLP	8004072	2294	FIBER CABLE STORAGE BRACKET (SLACK ONLY), PLP 8004072	$174.33	$176.23	$190.73	$3,486.60		
11	Cable Storage (6.5"x17" Dome) Includes Storage Bracket and Dome Bracket	Ea	52	PLP	8004066	2295	FIBER CABLE STORAGE BRACKET, INCLUDES 6.5" X 17" DOME BRACKET, PLP 8004066	$207.63	$209.89	$227.18	$10,796.76		
12	9.5"X19" Dome Mounting Bracket Kit (Order Cable Storage Separately)	Ea	7	PLP	80812746	2296	FIBER CABLE STORAGE KIT FOR 9.5" X 19" DOME, PLP 80812746	$70.01	$76.60	$76.60	$490.07		
13	9.5"X28" Dome Mounting Bracket Kit (Order Cable Storage Separately)	Ea	10	PLP	80812938	2376	FIBER CABLE STORAGE KIT FOR 9.5" X 28" DOME, PLP 80812938	$71.36	$78.08	$78.08	$713.60		
14	1.25" Steel Banding (100' Roll)	Ft	1,000	Marathon	MAR432	2297	FIBER BANDING FOR STEEL POLES, 1.25" BAND IN 100' ROLLS, MARATHON MAR432			$1.29			$1,290.00
15	1.25" Steel Band Bolt & Clamp	Ea	200	Marathon	MAR504	2298	FIBER BANDING FOR STEEL POLES, BOLT & CLAMP FOR 1.25" BAND, MARATHON MAR504 - USABAND #812504			$13.83			$2,766.00
16	Banding Bracket Kit	Ea	50	PLP	710010745-B1	2305		$17.70	$17.89	$19.37	$885.00		
17	Downlead Clamp Wood Pole 48ADSS and 144ADSS Any Cobination	Ea	259	AFL	FDOA-B4B4D	2299	FIBER DOWNLEAD CLAMP FOR WOOD POLE, 48 ADSS AND 144 ADSS, AFL FD0A-B4B4D	$30.09	$34.26	$34.66	$7,793.31		
18	Downlead Clamp Wood Pole two 288 ADSS	Ea	20	AFL	FDOA-B8B8D	2300	FIBER DOWNLEAD CLAMP FOR WOOD POLE, TWO 288 ADSS, AFL FDOA-B8B8D	$32.02	$34.26	$21.18			$423.60
19	Downlead Clamp Steel Pole 48ADSS and 144ADSS Any Cobination	Ea	75	AFL	FDOA-B4B4A	2301	FIBER DOWNLEAD CLAMP FOR STEEL POLE, 48 ADSS AND 144 ADSS, AFL FDOA-B4B4A	$30.09	$35.67	$36.10	$2,256.75		
20	Downlead Clamp Steel Pole two 288 ADSS	Ea	16	AFL	FDOA-B8B8A	2302	FIBER DOWNLEAD CLAMP FOR STEEL POLE, TWO 288 ADSS, AFL FDOA-B8B8A	$33.34	$35.67	$36.10	$533.44		
21	H-Series 30" W x 48" L x 24" D Vault Only	Ea	16	Quazite	PG3048Z1113R5	2223	CONSISTD OF: LID PG3048H8273R5 AND VAULT PG3048BA36	$2,275.00	$2,176.28	$2,023.53			$32,376.48
22	H-Series 30" W x 48" L x 36" D Vault Only	Ea	8	Quazite	PG3048Z1133R5	2230	CONSISTS OF: LID PG3048H273R5 AND VAULT PG3048BS24	$1,955.09	$1,870.09	$2,355.51		$14,960.72	
23	Quazite Traffic Cabinet Base For Passive Cabinet	Ea	2	Quazite	PB40441218B24	2242		$2,214.20	$2,117.94	$2,291.77		$4,235.88	
24	3" 3 Cell Maxcell	Ft	11,000	Maxcell	MXE64283BL5200	2224				$2.93			$32,230.00
25	Duct Sealing Foam Q-Pak 2000	Ea	36	Rainbow Technology	79528	2377		$18.46		$14.78			$532.08
26	1.25" Corrugated Innerduct - Orange (250' Standard Length)	Ft	1,500	Carlon	A6D2S1JNNB250B	2243				$2.07			$3,105.00
27	Tracer Wire 14AWG Polyethylene Insulation	Ft	13,000			2225	FIBER TRACER WIRE, #14 AWG, POLYETHYLENE INSULATION ORANGE IN COLOR (500' REELS)	$0.12		$0.10			$1,300.00
28	Terminal Block Barrier Strip 4 Position	Ea	59	Cinch	4142	2310				$10.73			$633.07
29	Splice Closure 504 capacity 9.5" X 28"	Ea	2	PLP	80061057	2378		$414.00	$452.98	$452.98	$828.00		
30	Splice Closure 288 capacity 9.5" X 19"	Ea	16	PLP	COYD919B-000	2226		$349.31	$382.19	$382.19	$5,588.96		
31	Splice Closure 144 capacity 6.5" X 17"	Ea	81	PLP	8006944	2227		$191.24	$209.25	$209.25	$15,490.44		
32	Grommet 8003691 .40-.60	Ea	40	PLP	8003691	2379		$12.13	$13.28	$13.27	$485.20		
33	Grommet 8003663 2Hole -.42-.60	Ea	20	PLP	8003663	2380		$12.13	$13.28	$13.27	$242.60		
34	Splice Tray 24 Splice Count	Ea	430	PLP	80809958	2228		$23.15	$25.33	$25.33	$9,954.50		
35	Splice Tray 36 Splice Count	Ea	30	PLP	80813152	2384		$23.15	$25.33	$25.33	$694.50		
36	Splice Tray 72 Splice Count	Ea	20	PLP	LGSTS72	2381		$30.53	$33.40	$33.40	$610.60		
37	Heat Shrink, Single Fusion 60mm - 12 Pack	Pk	1,000	PLP	8003509	2229		$7.88	$8.62	$8.61	$7,880.00		
38	288 Port Termination Panel Fully Loaded LC	Ea	3	CommScope	FPX-5FRP0Z-2882	2231				$5,241.10			$15,723.30
39	144 Port Termination Panel Fully Loaded LC	Ea	1	CommScope	FPX-3FRP0Z-1442	2306				$2,547.37			$2,547.37
40	288 Port Termination Panel Fully Loaded LC with OSP Cable Stub	Ea	12	CommScope	FPX-5FSZ/0HJS023	2232				$4,884.38			$58,612.56
41	144 Port Termination Panel Fully Loaded LC with OSP Cable Stub	Ea	2	CommScope	FPX-3FSZ/0AJS023	2382				$2,567.56			$5,135.12
42	24 Port Termination Panel Fully Loaded LC with OSP Cable Stub	Ea	6	CommScope	FPX-1FSZ/02JS023	2304				$611.77			$3,670.62
43	24 Port Wall Mount Termination Panel Fully Loaded SC	Ea	22	CommScope	FDT-BN224NXB0000	2235				$876.22			$19,276.84
44	Horizontal Cable Management	Ea	9	CommScope	760072959 / HTK-19-SS-2U	2236				$66.71			$600.39
45	12 Port for Traffic Cabinet	Ea	34	Multilink	FWM-1X-SP-BK	2383				$41.06			$1,396.04
46	SINGLE DOOR CABINET	Ea	3	DDB	OD-50DXC	2244	FIBER CABINET PASSIVE, SINGLE BAY, 50" TALL X 25" WIDE X 25" DEEP, CUTOUT IN FLOOR OF ENCLOSURE LEAVING A 3" LIP, SET OF 19" EIA RACKING RAILS, SET OF 4 I HOOKS PAINTED DDB CREAM, DDB UNLIMITED PART #0D-50DXC WITH ZP-BTMCUTOUT, R-2-50, I-HOOKS-DXC, SET OF 2 WIND LOCKS ZZ-SLD-WIND-LCK	$3,095.00		$2,811.37			$8,434.11
47	DOUBLE DOOR CABINET	Ea	5	DDB	20D-50DXC	2245	FIBER CABINET ACTIVE, DUAL BAY, 50" TALL X 25" WIDE X 25" DEEP, CUTOUT IN FLOOR OF ENCLOSURE LEAVING 3" LIP ON BOTH SIDES, 4000BTU/HR COOLING SYSTEM INSTALLED ON LEFT FRONT DOOR, INSULATION INSTALLED, 200A SIEMENS LOAD CENTER WITH 2 QUAD RECEPTS ON SEPARATE 20A BREAKERS, LED LIGHTS INSTALLED OVER ALL DOORS, GROUND BAR INSTALLED ON EACH SIDE OF EACH BAY, TWO SETS OF 19"EIA RACKING RAILS, DDB UNLIMITED PART #2OD-50DXC WITH ZP-BTMCUTOUT, ACP-4000-N28-110, 2OD-INS, LC-200, ZZ-LEDLIGHTBAR, VAB-GRDBR, RR-2-50, 2 PAIR OF ZZZ-507-AMS-39-X03 ALARM CONTACTS	$7,737.00		$12,119.73	$38,685.00		
											$114,199.55	$19,196.60	$225,305.68	$358,701.83

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-101 TO STUART IRBY COMPANY, TECHLINE, INC., AND WESCO, INC. FOR THE PURCHASE OF FIBER MATERIAL; AND FOR OTHER PURPOSES.

WHEREAS, Stuart Irby Company, Techline, Inc., and Wesco, Inc. are the lowest qualified bidder for bid IFB-22-101; and

WHEREAS, this contract covers the purchase of fiber material to complete upcoming installations for the City; and

WHEREAS, this contract will be funded with budgeted monies.

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 contracts with Stuart Irby Company, Techline, Inc., and Wesco, Inc. for the purchase of fiber material in accordance with IFB-22-101 in the following amounts, plus applicable taxes:

Stuart Irby Company in the amount of $114,199.55
Techline Inc. in the amount of $19,196.60
Wesco Inc. in the amount of $225,305.68

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
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 to award IFB-22-96 to the lowest responsive and responsible bidder, Crossland Heavy Contractors, Inc. in the amount of $3,298,900.00, and approve a Budget Adjustment in the same amount. The total amount of the Bid Award includes a $200,000.00 Owner Contingency to be used only as needed and approved by the Engineer and City. Utility Board approved 5-0. This requires a budget adjustment and is funded by ARPA monies.

Estimated Cost	**$3,298,900.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

ARPA Funds

Budget Adjustment Request

Date of City Council Meeting	**1/24/2023**
Department	**Water Resource Recovery Facility**
Submitted by	**Mike Bender, Chris Earl**
Phone	**(479) 271-6873, (479) 271-3161**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Award Bid IFB-22-96 to the lowest most responsive and responsible bidder, Crossland Heavy Contractors, Inc. in the amount of $3,298,900.00, including a $200,000.00 Owner Contingency, and adjust the Budget for the total Invessel Project cost of $3,373,900.00, including $75,000 for Construction Observation costs. The total project cost of $3,373,900.00 will be paid utilizing ARPA Funds. Utility Board approved 5-0 on 1/17/2023.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
401010	**47410**	**Machinery and Equipment**		**$ 3,298,900.00**
		Totals	**$ -**	**$ 3,298,900.00**
		Net Impact on Fund Balance	**$**	**(3,298,900.00)**

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

GARVER

www.GarverUSA.com

December 19, 2022

Chris Earl, Water Resource Recovery Facility Manager
City of Bentonville
1901 NE A Street
Bentonville, AR 72712

Re: City of Bentonville
IFB 22-96 - Compost Facility Improvements
Recommendation of Award

Dear Mr. Earl:

Bids were received for the Compost Facility Improvements project at the City's Purchasing Office at 11:00 a.m. on December 14, 2022. The bids have been checked for accuracy and for compliance with the contract documents, and the lowest base bid submitted, including Deductive Alternate 1, is considered unbalanced per below. A tabulation of the bids received is enclosed with this letter.

Although we had eight plan holders registered as contractors, only two bids were received on the project. One bid (CDI Contractors) was approximately one minute late and not accepted, and it was stressed at mandatory pre-bid conference that the 11:00 a.m. deadline would be strictly enforced. Based upon discussions with CDI Contractors, there bid would have been the highest bid.

Per the attached bid tabulation, the lowest base bid was submitted by Seven Valleys Concrete. The lowest base bid less deductive alternate 1 was submitted by Crossland Heavy Contractors. However, the bid price for Item 2 (composting equipment only excluding labor and installation) is unbalanced for Seven Valleys Concrete. The equipment cost is approximately $1 million per the manufacture, and Seven Valleys Concrete bid price for Item 2 was $2,850,000. The bid for Item 2 by Crossland Heavy Contractors was $1,052,300. Bid Item 2 was intended to confirm the manufacture provided similar equipment quotes to bidders, balanced bids. The bid by Seven Valleys Concrete is not considered responsive, and the Instruction to Bidders states that the City reserves the right to reject unbalanced bids. Minor informalities, not involving price, can be waived. Also, the bid for Deductive Alternate 1 by Seven Valleys Concrete ($38,000) is also unbalanced per Garver's final design opinion of probable construction cost ($110,000). The bid received by Crossland Heavy Contractors for Deductive Alternate 1 was $138,100.

The lowest responsive bid submitted by Crossland Heavy Contractors was in the amount of $3,298,900. Garver's Final Design Opinion of Probable Cost was $3,074,000, without any contingency. Garver recommends not taking deductive alternate 1, elimination of Facility 20 Storage Canopy. Crossland Heavy Contractors did not make a written claim for Arkansas based preference with their bid, within 5 percent per procurement requirements.

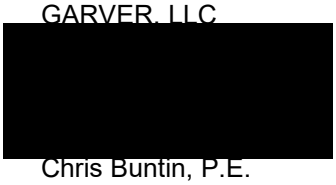
Garver recommends confirming Garver recommendations with City purchasing and legal counsel.

Garver recommends awarding the construction contract for the total base bid price to Crossland Heavy Contractors. The lowest responsive bid represents a good value for the City of Bentonville.

Please call me if you have any questions.

Sincerely,

GARVER, LLC



Chris Buntin, P.E.
Senior Project Manager

Attachments: Bid Tabulation

Cc: Mike Bender and Gladys Shoemake (City of Bentonville)

L:\2020\20W01294 - Bentonville Compost Facility\Bidding\Recommendation of Award\2022-12-19 Earl Recommendation to Award.docx

Bid Tabluation - Revised

IFB 22-96, Compost Facility Improvements
City of Bentonville, Arkansas
Bids Opened December 14, 2022, 11:00 a.m.

Digitally Signed 01/13/2023

Item No.	Bid Qty and Unit	Description	Bid Price Crossland Heavy Contractors, Inc. (Rogers, AR)	~~Bid Price Seven Valleys Concrete, LLC (Cassville, MO)*~~
1	1 LS	All Work (mobilization, temporary facilities, demobilization, safety, testing, and all other items) as defined in the Contract Documents except those items listed separately below, for the lump sum of:	$2,046,600.00	~~$200,000.00~~
2	1 LS	In-Vessel Composting **Equipment only as defined in 44 55 33 (labor and installation for Item No. 2 shall be included in Item No. 1)**, for the lump sum of:	$1,052,300.00	~~$2,850,000.00~~
3	1 LS	Contingency Allowance 1 for Work Change Directives (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the OWNER and ENGINEER, for the lump sum of:	$200,000.00	~~$200,000.00~~
		Total Base Bid Price	**$3,298,900.00**	**~~$3,250,000.00~~**
		Deductive Alternate 1 - Facility 20 Storage Canopy	**$138,100.00**	**~~$38,000.00~~**
		Total Base Bid less Deductive Alternate 1	**$3,160,800.00**	**~~$3,212,000.00~~**

*The bid price for Item 2 (composting equipment only excluding labor and installation) is unbalanced for Seven Valleys Concrete. The equipment cost is approximately $1 million per the manufacture, and Seven Valleys Concrete bid price for Item 2 was $2,850,000. The bid for Item 2 by Crossland Heavy Contractors was $1,052,300. Bid Item 2 was intended to confirm the manufacture provided similar equipment quotes to bidders, balanced bids. The bid by Seven Valleys Concrete is not considered responsive, and the Instruction to Bidders states that the City reserves the right to reject unbalanced bids. Minor informalities, not involving price, can be waived. Also, the bid for Deductive Alternate 1 by Seven Valleys Concrete ($38,000) is also unbalanced per Garver's final design opinion of probable construction cost ($110,000). The bid received by Crossland Heavy Contractors for Deductive Alternate 1 was $138,100. The bid received by Seven Valley is considered obviously unbalanced, impacts costs and payments, and is rejected per bidding and federal funding requirements.

BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the bid submission. All forms must be included as indicated for a bid to be considered a complete, responsive bid. Appropriate signatures and date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected. **This sheet will serve as the cover sheet for the bid submission.**

	Completed*	Spec. Section
Acknowledgement of All Addenda	☑	
Bid contains the following forms:	☑	
1. Bid Form	☑	00 41 13
2. List of Proposed Subcontractors	☑	00 41 19
3. Bid Bond	☑	00 43 13
4. Qualifications Statement with supporting data	☑	00 45 13
5. Restriction of Boycott of Israel Certification	☑	00 45 19
6. MBE/WBE/DBE Complance Evaluation Form	☑	00 45 39
*Check when filled out, signed, and included with submission of bid packet.		

Within three (3) days after Bid Opening:
Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder and Second Low Bidder Only):

1. Bid breakdown shall be provided to form the basis for making progress partial payments
2. Bidder's Qualifications of Subcontractor (if requested)

Within fifteen (15) days after Notice of Award:
Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the contract:

1. Section 00 52 00, Agreement (all pages and supporting documents)
2. Section 00 61 13, Performance Bond
3. Section 00 61 16, Payment Bond
4. Section 00 61 19, Maintenance Bond
5. Completed Certificates of Insurance
6. Copy of Arkansas Contractors License
7. Copy of Tax Form W-9

Prior to Construction:
Awarded Contractor required to submit Construction Schedule **before** construction begins.

Seal (if incorporated)

Bidder Name: Crossland Heavy Contractors, Inc.

Address: 501 S. East Avenue

City, State, Zip Code: Columbus KS 66725

Contractor Number: 620·429·1410

Contact Name: Mark Sell

Title: President

Contact Numb [redacted]

Contact Em [redacted] om

Signature of Authorized Agent for Bidd [redacted]

Date: 12/14/22

BID FORM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF BENTONVILLE
PURCHASING OFFICE
1000 SW 14TH Street
BENTONVILLE, AR 72712

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Agreement Form.

2.03 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Arkansas as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	12/6/22
2	12/9/22

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data

are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

J. The submission of the Bid constitutes that applicable sales taxes are included in the stated Bid prices for the work, unless provision is made herein for the bidder to separately itemize the estimated amount of sales tax.

K. By submitting a bid/proposal under this solicitation, the Bidder understands that the bid/proposal is subjected to the Davis/Bacon Act including prevailing wage rates and the Contract Work hours and Safety Standards Act.

L. By submitting a bid/proposal, the Bidder understands that the bid/proposal is subjected to the American Iron and Steel requirements of the Consolidated Appropriations Act, 2014. Per 43 CFR Subtitle A (10-01-04 Edition), on acquisitions above $25,000 in value, components of Canadian origin are treated as domestic.

M. Bidders on this work will be required to comply with Title 40 CFR Part 33– Participation by Disadvantaged Business Enterprises in the United States Environmental Protection Agency Programs. The requirements for bidders and contractors under this regulation concern utilization of Minority Business Enterprises (MBE), Women's Business Enterprises (WBE), and Small Business Enterprises (SBE) and are explained in the specifications. The goal for MBE is 2% of the total dollar value of the project. The goal for WBE is 3% of the total dollar value of the project. To demonstrate a good faith effort to comply, bidders must include the MBE/WBE subcontractor solicitation form in the bid package.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Cash Allowances: None.

5.02 Contingency Allowances: Bidder agrees that the following contingency efforts, products (materials and equipment) as further described in Sections 01 29 00, PAYMENT PROCEDURES, will be furnished and paid for on a cash allowance basis and that the amount shown is an estimated amount to be included in the Total Base Bid. Bidder further acknowledges that final payment will be based on actual costs as determined in conformance with the Bidding Documents and as authorized by Change Order. Bidder agrees that the following contingency allowances are for the sole use of the Owner to cover unanticipated costs (including new or additional work) and have been computed in accordance with Paragraph 13.02 of the General Conditions.

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

5.04 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Bid Qty and Unit	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
1	1 LS	All Work (mobilization, temporary facilities, demobilization, safety, testing, and all other items) as defined in the Contract Documents except those items listed separately below, for the lump sum of: TWO MILLION, FOURTY SIX THOUSAND, SIX HUNDRED DOLLARS & NO/100	N/A	$ 2,046,600.00
2	1 LS	In-Vessel Composting Equipment only as defined in 44 55 33 (labor and installation for Item No. 2 shall be included in Item No. 1), for the lump sum of: ONE MILLION, FIFTY TWO THOUSAND, THREE HUNDRED DOLLARS & NO/100	N/A	$ 1,052,300.00
3	1 LS	Contingency Allowance 1 for Work Change Directives (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the OWNER and ENGINEER, for the lump sum of: **$200,000.00 Dollars**	N/A	$200,000

Total of Lump Sum and Unit Price Bids = Total Base Bid Price (Bidder to write price in figures and words)

$ 3,298,900.00

THREE MILLION, TWO HUNDRED NINETY EIGHT THOUSAND, NINE HUNDRED DOLLARS & NO/100

5.05 BID ALTERNATES

A. The undersigned bidder offers to make, at the bid alternate prices Deductive Bid Alternates following, the changes in the work covered in the Total Base Bid Price that are specified in the bid alternates priced below:

B. It is understood that:

1. All bid alternate prices shall be filled in. The work detailed by the bid alternate(s) is an extension of the nature of the work for the Total Base Bid Price's project. This proposal requires that the undersigned Bidder propose on all work detailed by the Total Base Bid Price's project and the decrease in work as detailed by each and all of the bid alternates. Failure to comply with this requirement of submitting a price for each and all of the bid alternates may render the Bid non-responsive and may cause its rejection.
2. The acceptance or rejection of any or all of these bid alternates is at the option of the Owner.
3. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
4. The acceptance or rejection of one or more bid alternates will not affect the Total Base Bid Project bid, nor other conditions of this bid, nor the price of other accepted bid alternates.

5. Reference Document 00 21 00, Article 19 for Method of Award.

6. The undersigned has carefully examined the plans and other contractual documents and has coordinated the scopes between the Total Base Bid Documents and the Bid Alternate Documents. Through submittal of a bid, the undersigned agrees and understands that the documents have been prepared with the highest level of care in the effort to coordinate the scopes of the Total Base Bid Project documents and the Bid Alternate documents. The undersigned agrees and accepts the responsibilities to coordinate and construct all required interconnections and coordination facilities between the Total Base Bid Project and any of, any combination of, and/or a total combination of the Bid Alternates to develop complete and operational facilities that meet the regulatory requirements for the facilities and the requirements set forth by these contract documents.

Deductive Bid Alternates (Bidder to write price in words)	**Price**
Alternate 1: Deduct all materials and work within Facility 20 – Storage Canopy and all associated site electrical improvements connecting to Facility 20. ONE HUNDRED THIRTY EIGHT THOUSAND, ONE HUNDRED DOLLARS & NO/100	$ 138,100.00

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **270 calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **300 calendar days** after the date when the Contract Times commence to run. **The Bidder also agrees to issue purchase orders as required by the manufactures for all major equipment and long lead materials within two weeks of the notice to proceed and have approved submittals within 60 days of the notice to proceed.**

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of a certified or bank check, or a Bid Bond, issued by a surety meeting the requirements of the General Conditions.

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

C. Contractor's License No.: 0067301123 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

D. Required Bidder Qualifications Statement (Section 00 45 13) with supporting data.

E. Davis/Bacon wage rates.

F. Funding agency documents as required in these specifications.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Crossland [redacted]

By:
[Signature]

[Printed name] Mark Sell, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Amy Harlos

Title: Estimating Administrative Assistant

Submittal Date: 12/14/22

Address for giving notices:

501 S. East Avenue

Columbus, KS 66725

Telephone Number: 620.429.1410

Fax Number: 620.429.2997

Contact Name and e-mail address: Mark Sell

msell@heavycontractors.com

Bidder's License No.: 0067301123
(where applicable)

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LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

Type of Work: ~~ELECTRICAL~~

Subcontractor's Name: ~~ARIE ELECTRIC, LLC~~

License No.: ~~0119760527~~

Address: ~~1020 S SCHOOL AVE, FAYETTEVILLE, AR 72701~~

Type of Work: PAINT

Subcontractor's Name: KINARD PAINTING & SANDBLASTING, INC

License No.: 0144370423

Address: 802 N DEAN McGEE, WYNNEWOOD, OK 73098

Type of Work: ELECTRICAL

Subcontractor's Name: NANTZE, INC

License No.: 00374004 83

Address: 1015 N BISHOP RD, TEXARKANA, TX 75501

Type of Work:

Subcontractor's Name:

License No.:

Address:

Type of Work:

Subcontractor's Name:

License No.:

Address:

Bidder [redacted] Contractors, Inc.

License [redacted]

By: [redacted] *

Title: Mark Sell, President

*Signature must be the same as on the Bid Form.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Crossland Heavy Contractors, Inc.
PO Box 350
Columbus, KS 66725
SURETY *(Name, and Address of Principal Place of Business)*:
Federal Insurance Company / Fidelity and Deposit Company of Maryland
202B Hall's Mill Road, Whitehouse Station, NJ 08889 /
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196
OWNER *(Name and Address)*:
City of Bentonville
1000 SW 14th Street
Bentonville, AR 72712
BID
Bid Due Date: December 14, 2022
Description: **BENTONVILLE COMPOST FACILITY IMPROVEMENTS**

BOND
Bond Number: Bid Bond
Date: December 14, 2022
Penal sum Five Percent of Amount Bid (Words) $ **5%** (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDE [redacted]
Crosslar Seal)
Bidder's

By: [redacted]
Signature

Mark Sell
Print Name

President
Title

Attest: [redacted]
Signature

Title Witness

SURETY Federal Insurance Company /
Fidelity and Deposit Company of Maryland (Seal)
Surety's

By: [redacted]
Signature (Attach Power of Attorney)

Camille O. Parman
Print Name

Attorney-In-Fact
Title

Attest: [redacted]
Signature

Title Sami M. Farrell, Witness

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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CHUBB

Power of Attorney

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

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bret S. Burton, Timothy H. Heffel, Todd Alan Rambo, Timothy Craig Smith, Myriah A. Valdivia and Desiree E. Westmoreland of Wichita, Kansas; Katherine J. Breit, Monica F. Donatelli, Carolyn J. Johnson, Camille O. Parman, Morgan L. Wilkerson and S. Mark Wilkerson of Overland Park, Kansas ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **21st** day of **December 2020.**

[redacted]

Dawn M. Chloros, Assistant Secretary

[redacted]

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **21st** day of **December, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 10, 2024

[redacted]

CERTIFICATION

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

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

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 14th day of December, 2022

[redacted]

Dawn M. Chloros, Assistant Secretary

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

Combined: FED-VIG-PI-WFIC-AAIC (rev. 11-19)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **S. Mark WILKERSON, Kelly E. KIMMEL, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Carolyn J. JOHNSON, Katherine J. BREIT, Camille O. PARMAN, Morgan L. WILKERSON of Overland Park, Kansas, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 03rd day of March, A.D. 2021.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[redacted]

By: Robert D. Murray
Vice President

[redacted]

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 03rd day of March, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

[redacted]

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

WAGE DECISIONS THAT APPLY TO THE CONSTRUCTION PROJECT

"General Decision Number: AR20220049 02/25/2022

Superseded General Decision Number: AR20210049

State: Arkansas

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines)

County: Benton County in Arkansas.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUAR2015-046 01/09/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 17.50	0.00
CEMENT MASON/CONCRETE FINISHER	$ 17.72	0.00
ELECTRICIAN	$ 22.88	7.19
LABORER: Common or General	$ 13.12 **	0.63
LABORER: Pipelayer	$ 14.14 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 17.07	1.47
OPERATOR: Bulldozer	$ 17.00	1.92
OPERATOR: Crane	$ 24.21	6.79
OPERATOR: Loader	$ 15.45	0.00
PAINTER (Brush and Roller)	$ 18.00	0.00
TRUCK DRIVER: Dump Truck	$ 14.02 **	2.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

   Official Name of Firm: Crossland Heavy Contractors, Inc.

   Address: 501 S. East Avenue
   Columbus KS 66725

2. **SUBMITTED TO:** City of Bentonville AR

3. **SUBMITTED FOR:**

   Owner: City of Bentonville AR

   Project Name: Bentonville Compost Facility Improvements IFB-22-96

   TYPE OF WORK: in-vessel composting equipment, construction of metal canopy, modifications to SCARAB Bldg., electrical service upgrade, power distribution

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Mark Sell

   Title: President

   Phone: 620.429.1410

   Email: msell@heavycontractors.com

5. **AFFILIATED COMPANIES:**

   Name: N/A

   Address:

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business as: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☒ CORPORATION

State of Organization: Kansas

Date of Organization: 1993

Executive Officers:

- President: Mark Sell
- Vice President(s): Dan Thompson
- Treasurer: Chris Walters
- Secretary: Holly Rhodes

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

7. LICENSING

Jurisdiction: N/A

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

Has firm listed in Section 1 ever been fined or suspended by a Contractor's licensing board?

☐YES ☒NO

If YES, attach as an Attachment details including where and why.

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Fidelity & Deposit Company of MD

Address: 1400 American Ln., Tower 1, 18th Floor
Schaumburg, IL 60196

Bonding Agent: IMA, Inc.

Address: 51 Corporate Woods
9393 W. 110th St., Ste. 600
Overland Park, KS 66210

Contact Name: Camille Parman

Phone: 913.982.3650

Aggregate Bonding Capacity: $3 Billion

Available Bonding Capacity as of date of this submittal: $3 Billion

10. FINANCIAL INFORMATION

Financial Institution: Crossfirst Bank

Address: 11225 College Blvd, Ste. 150
Overland Park, KS 66210

Account Manager: Stephanie Makalous

Phone: 918-327-1212

Credit available: $ 4 million

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐YES ☒NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☒YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Doug Westervelt

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary): N/A

51 Corporate Woods
9393 W. 110th St., Suite 600
Overland Park, KS 66210
P: 913.982.3650 F: 913.982.3495

Memo

To: To Whom It May Concern

From: Robin Harris

Date: 3/21/22

Contractor: Crossland Heavy Contractors, Inc.

Subject: Workers Compensation
NCCI Experience Modification History

We are providing the Workers Compensation history for Crossland Heavy Contractors, Inc. NCCI Experience Modification as follows:

4/30/22 - .79
4/30/21 - .77
4/30/20 - .73
4/30/19 - .65
4/30/18 - .63
4/30/17 - .75
4/30/16 - .82
4/30/15 - .83
4/30/14 - .78
4/30/13 - .80

Should you require any additional information, please don't hesitate to contact us.

Sincerely,

IMA, Inc.
Robin Harris
Account Manager

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	4	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
5	287
(K)	(L)

Injury and Illness Types

Total number of	(M)		
(1) Injury	5	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name: Crossland Heavy Contractors

Street: 833 S. East Avenue

City: Columbus State: KS Zip: 66725

Industry description (e.g. Manufacture of motor truck trailers): Construction: Water, Sewer

Standard Industrial Classification (SIC), if known (e.g. SIC 3715): 1623

OR North American Industrial Classification (NAICS), if known (e.g. 336212):

Employment information

Annual average number of employees	365
Total hours worked by all employees current year	782,574

Sign here

Knowingly falsifying this document may result in a fine.

[redacted] the best of my knowledge the entries are true, accurate, and

Title

Phone

Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Crossland Heavy Contractors

City: Columbus State: Kansas

Identify the person				Describe the case		Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case.						(M)					
						Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other record-able cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
1	[redacted]	Construction Worker	1/5/2021	Tulsa, OK	Employee was lifting grates and greate came down severing finger tip		X			5	43	X					
2	[redacted]	Operator	1/11/2021	Rogers, AR	lifting fuel tank in back of truck and hurt hip/back			X			71	X					
3	[redacted]	Pipe Super	8/19/2021	Edmond, OK	trench box panel dropped on foot			X			57	X					
4	[redacted]	Driver	9/7/2021	Tulsa, OK	Smashed thumb straightening tarp			X			71	X					
5	[redacted]	Concrete finisher	10/11/2021	Tulsa, OK	Angle iron that was being cut fell onto foot			X			45	X					
6																	
7																	
					Page totals	*0*	*1*	*4*	*0*	*5*	*287*	*5*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Crossland Heavy Contractors

City: Columbus State: Kansas

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case				Enter the number of days the injured or ill worker was		Check the "Injury" column or choose one type of illness					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g. Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other recordable cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M) Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
1	[redacted]	Operator	1/24/2020	Oklahoma	employee was lifting grates causing hernia			x			32	x					
2	[redacted]	Contruction Worker	2/13/2020	Arkansas	Employee was struck by power washer hose and cut chin			x			0	x					
3	[redacted]	Concrete Finisher	10/16/2020	Oklahoma	Employee got finger betewe stake and sledgehammer			x			76	x					
4																	
5																	
6																	
7																	
					Page totals	*0*	*0*	*3*	*0*	*0*	*108*	*3*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	3	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	108
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	3	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Crossland Heavy Contractors

Street: 833 S. East Avenue

City: Columbus State: KS Zip: 66725

Industry description (e.g. Manufacture of motor truck trailers):
Construction, Water, Sewer

Standard Industrial Classification (SIC), if known (e.g. SIC 3715):
1623

OR North American Industrial Classification (NAICS), if known (e.g. 336212):

Employment information

Annual average number of employees: 365

Total hours worked by all employees current year: 767,073

Sign here

Knowingly falsifying this document may result in a fine.

[redacted] ...e best of my knowledge the ent... [redacted]

620-429-1410
Phone

13 Jan 21
Date

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Crossland Heavy Contractors

City: Columbus State: Kansas

Identify the person		Describe the case				Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness					
(A) Case No	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case: Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other record-able cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M) Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
1		Construction Worker	1/18/19	Broken Arrow, OK	Employee was moving ladder and hurt bicep		x			84	44	x					
2		Construction Worker	2/11/19	Springfield, MO	Methane gas explosion		x			9	27	x					
3		Construction Worker	2/11/19	Springfield, MO	Methane gas explosion		x			36	13	x					
4		Carpenter	4/2/2019	Oklahoma City, OK	Rigging incident resulted in pinched thumb		x			27		x					
5		Driver	7/8/2019	Transportation	Strained shoulder loading ramps on truck		x			6	99	X					
6		Construction Worker	8/16/2019	Union City, TN	Pinched hand on rotating aerateion bridge catwalk		x			55	82	X					
7		Operator	11/21/19	Springdale, AR	Employee was hitting gasket into place and received cut to eye		x			62		X					
					Page totals	*0*	*7*	*0*	*0*	*279*	*265*	*7*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year _____

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	7	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
279	265
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	7	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor OSHA Office of Statistics, Room N-3644 200 Constitution Ave. NW Washington, DC 20210 Do not send the completed forms to this office.

Establishment information

Your establishment name Crossland Heavy Contractors

Street 833 S. East Avenue

City Columbus State KS Zip 66725

Industry description (e.g., Manufacture of motor truck trailers)
Construction, Water, Sewer

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 6 2 3

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 365

Total hours worked by all employees current year 830,566

Sign here

Knowingly falsifying this document may result in a fine.

[redacted] he best of my knowledge the entr[redacted]

Company executive

Title

620-429-1410
Phone

27 Ja 20
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name **Crossland Heavy Contractors**

City Columbus State KS

Identify the person				Describe the case		Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:						(M)					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other recordable cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1		Consl. Wrkr	5.10.18	Fredonia, KS	climbing rebar wall, rebar tie broke, slipped causing left shoulder strain			X			186	x					
2		Carpenter	6.14.18	Tulsa, OK	emp. walking behind forklift, operator reversed back over employee		x			130		x					
3		Conc. Finisher	7.11.18	Tulsa, OK	employee was pouring end curb and gutter and became overheated		x			1		x					
4		Field Engineer	2.5.18	Bentonville, AR	cutting a wall tie with a grinder, disk broke & kicked back, finger laceration				x			x					
5		Carp. Apprent.	10.10.18	Broken Arrow, OK	concrete burn on right thumb		x			82			x				
6		Foreman	11.26.18	Oklahoma City, OK	greasing skid steer bucket, hit handle, bucket came down on right foot			x			35	x					
							3	2	1	213	221	5	1				

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
(1)	(2)	(3)	(4)	(5)	(6)	

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OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	2	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
213	221
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	5	(4) Poisoning	0
(2) Skin Disorder	1	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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Establishment information

Your establishment name: Crossland Heavy Contractors

Street: 833 S.E. Avenue

City: Columbus State: KS Zip: 66725

Industry description (e.g., Manufacture of motor truck trailers)
Construction - Water, Sewer

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1623

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees: 384

Total hours worked by all employees last year: 864,713

Sign here

Knowingly falsifying this document may result in a fine.

[redacted] ...dge the entries are true, accurate, and

President
Title

620-429-1410
Phone

1.17.19
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2017

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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[redacted]

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	9	2
(G)	(H)	(I)	(J)

[redacted]

Total number of days away from work	Total number of days of job transfer or restriction
0	506
(K)	(L)

[redacted]

Total number of... (M)			
(1) Injury	11	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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Establishment Information

Your establishment name Crossland Heavy Contractors

Street 501 S. East Avenue

City Columbus State KS Zip 66725

Industry description (e.g., Manufacture of motor truck trailers)
Construction - Water, Sewer

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1623

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 360

Total hours worked by all employees last year 814,465

Sign here

Knowingly falsifying this document may result in a fine.

[redacted] of my knowledge the entries are true, accurate, and

President
Title

620-429-1410
Phone

1/6/2018
Date

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2017

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

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Establishment name **Crossland Heavy Contractors**

City Columbus State KS

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						(G)	(H)	Job transfer or restriction (I)	Other record-able cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M) Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
1		Operator	1.16.17	Oklahoma City, OK	stepping up out of concrete culver, left knee strain			X			7	x					
2		Const. Wrkr	3.1.17	Tulsa, Ok	stepping across a concrete form, contusion to left ribs			X			12	x					
3		Operator	3.17.17	Tulsa, Ok	stepped off the bed of a semi-trailer, right knee strain			X			179	x					
4		Intern	3.24.17	Springdale, AR	knocked down by attachment on skid steer, laceration back of head, elbow				x			x					
5		Carpenter	6.22.17	Green Forest, AR	lifting rebar strain to left shoulder			X			93	x					
6		Mechanic	8.30.17	Tulsa, Ok	wkg. on equip. Slipped off ladder falling backwards, left elbow, shoulder & hip			X			92	x					
7		Carpenter	10.25.17	Oklahoma City, OK	installing hvy piece of metal into concrete trough, smashed left long finger			x			63	x					
8		Const. Wrkr	10.31.17	Tulsa, Ok	cutting metal overhead, foreign object in eye				x			x					
9		Const. Wrkr	11.21.17	Springfield, MO	installing 6" pipe, pipe slipped smashed right ring finger			x			23	x					
10		Const. Wrkr	12.1.17	Tulsa, Ok	lifting forks on a lull, slipped and smashed his right pointer finger			X			30	x					
11		Superintendent	12.7.17	Springdale, AR	working on knees,swelling of left knee.			x			7	x					
								9	2		506	11					

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

		Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
		(1)	(2)	(3)	(4)	(5)	(6)

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Inspection Detail

Quick Link Reference

1438952.015 | 1378495.015 | 1365308.015 | 1308702.015

Case Status: CLOSED

Inspection: 1438952.015 - Crossland Heavy Contractors

Inspection Information - Office: Oklahoma City

Inspection Nr: 1438952.015

Report ID: 0627700

Open Date: 10/21/2019

Site Address:
Crossland Heavy Contractors
Job # 19011 Rd 24th Ave. Nw
Norman, OK 73069

Mailing Address:
833 Southeast Ave, Columbus, KS 66725

Union Status: NonUnion

SIC:

NAICS: 236220/Commercial and Institutional Building Construction

Inspection Type: Planned

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 10/21/2019

Emphasis: P:Trench, N:Trench

Close Case:12/17/2019

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2					2
Current Violations				2		2
Initial Penalty	$12,252	$0	$0	$0	$0	$12,252
Current Penalty	$0	$0	$0	$12,252	$0	$12,252
FTA Penalty	$0	$0	$0	$0	$0	$0

Violation Items

#	Citation ID	Citaton Type	Standard	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001 (establishment.violation_detail?id=1438952.015&citation_id=01001)	Other	19260651 C02	11/20/2019		$4,959	$4,959	$0		I - Informal Settl
2.	01002 (establishment.violation_detail?id=1438952.015&citation_id=01002)	Other	19260652 A01	11/20/2019	11/29/2019	$7,293	$7,293	$0		I - Informal Settl

Case Status: CLOSED

Inspection: 1378495.015 - Crossland Heavy Contractors

Inspection Information - Office: Kansas City

Inspection Nr: 1378495.015

Report ID: 0728500

Open Date: 02/14/2019

Site Address:
Crossland Heavy Contractors
3301 S State Hwy Ff
Springfield, MO 65807

Union Status: NonUnion

SIC:

NAICS: 236220/Commercial and Institutional Building Construction

Mailing Address:
833 Southeast Ave, Columbus, KS 66725

Inspection Type: Referral

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 02/14/2019

Emphasis: L:Repvehicle, L:Xfallelec

Close Case:11/01/2019

Related Activity

Type	Activity Nr	Safety	Health
Referral	1425650	Yes	
Inspection	1383352	Yes	

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	4					4

Current Violations	3					3
Initial Penalty	$51,146	$0	$0	$0	$0	$51,146
Current Penalty	$26,022	$0	$0	$0	$0	$26,022
FTA Penalty	$0	$0	$0	$0	$0	$0

Violation Items

#	Citation ID	Citaton Type	Standard	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest
1.	**01001 (establishment.violation_detail?id=1378495.015&citation_id=01001)**	Serious	5A0001	07/30/2019	08/23/2019	$9,282	$13,260	$0	08/19/2019	F - Form
2.	**01002A (establishment.violation_detail?id=1378495.015&citation_id=01002A)**	Serious	19260020 B02	07/30/2019	08/23/2019	$13,260	$13,260	$0	08/19/2019	F - Form
3.	**01002B (establishment.violation_detail?id=1378495.015&citation_id=01002B)**	Serious	19260021 B02	07/30/2019	08/23/2019	$0	$13,260	$0	08/19/2019	F - Form
4.	**01004 (establishment.violation_detail?id=1378495.015&citation_id=01004)**	Serious	19100147 C05 II D	07/30/2019	08/23/2019	$5,683	$5,683	$0	08/19/2019	F - Form
5.	**01005 (establishment.violation_detail?id=1378495.015&citation_id=01005)**	Serious	19100147 D04 I	07/30/2019	08/19/2019	$3,480	$5,683	$0	08/19/2019	F - Form

Investigation Summary

Investigation Nr: 113615.015 **Event**: 02/11/2019 Employee Receives Burns On Back And Midsection In Methane Ga

At 3:30 p.m. on February 11, 2019, an employee attempted to cut a hole into the top of a digester tank. While using a Stihl cutoff saw to make the cut, sparks i gnited the methane gas inside the tank. The tank exploded and sent the employee over a railing and fall to the ground. The explosion caused burns to the employe es back and midsection. The employee was hospitalized to treat the injuries.

Keywords:back, burn, cutting, explosion, fall, gas, methane, saw, spark, torso

Investigated Inspection

#	Inspection	Age	Sex	Degree	Nature	Occupation
1 (accidentsearch.accident_inspection?line_item=1&id=5351461120302)	1378495.015 (establishment.inspection_detail?id=1378495.015)			Hospitalized Injury		Laborers, except construction

Case Status: CLOSED

Inspection: 1365308.015 - Crossland Heavy Contractors, Inc.

Inspection Information - Office: Wichita

Inspection Nr: 1365308.015 **Report ID**: 0729700 **Open Date**: 12/10/2018

Site Address:
Crossland Heavy Contractors, Inc.
7436 1000 Road
Fredonia, KS 66736

Union Status: NonUnion

SIC:

NAICS: 236220/Commercial and Institutional Building Construction

Mailing Address:
P.O. Box 350, Columbus, KS 66725

Inspection Type: Unprog Rel **Safety/Health**: Safety

Scope: Complete
Advanced Notice: N
Ownership: Private
Close Conference: 12/12/2018
Emphasis: L:Repvehicle, L:Xfallelec
Close Case:07/08/2019

Related Activity

Type	Activity Nr	Safety	Health
Inspection	1365303	Yes	
Inspection	1365744	Yes	
Inspection	1365724	Yes	
Inspection	1365774	Yes	
Inspection	1365814	Yes	
Inspection	1366901	Yes	

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	4			1		5
Current Violations	1			3		4
Initial Penalty	$60,618	$0	$0	$0	$0	$60,618
Current Penalty	$10,419	$0	$0	$19,890	$0	$30,309
FTA Penalty	$0	$0	$0	$0	$0	$0

Violation Items

#	Citation ID	Citaton Type	Standard	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Eve
1.	01001 (establishment.violation_detail?id=1365308.015&citation_id=01001)	Other	19260251 A01	06/05/2019	06/27/2019	$9,945	$10,419	$0		I - Informal
2.	01002A (establishment.violation_detail?id=1365308.015&citation_id=01002A)	Serious	19261412 E03 I B	06/05/2019	06/27/2019	$10,419	$13,260	$0		I - Informal
3.	01002B (establishment.violation_detail?id=1365308.015&citation_id=01002B)	Serious	19261412 F06	06/05/2019	06/27/2019	$0	$10,419	$0		I - Informal
4.	01003 (establishment.violation_detail?id=1365308.015&citation_id=01003)	Serious	19261412 F04	06/05/2019	06/27/2019	$13,260	$13,260	$0		I - Informal
5.	01005 (establishment.violation_detail?id=1365308.015&citation_id=01005)	Other	19261413 C04	06/05/2019	06/27/2019	$9,945	$13,260	$0		I - Informal
6.	02001 (establishment.violation_detail?id=1365308.015&citation_id=02001)	Other	19261412 F07	06/05/2019	07/19/2019	$0	$0	$0		I - Informal

Case Status: CLOSED

Inspection: 1308702.015 - Crossland Heavy Contractors

Inspection Information - Office: Oklahoma City

Inspection Nr: 1308702.015

Report ID: 0627700

Open Date: 04/09/2018

Site Address:
Crossland Heavy Contractors
7203 S. Jamestown Ave
Tulsa, OK 74136

Mailing Address:
14149 E. Admiral, Tulsa, OK 74116

Union Status: NonUnion

SIC:

NAICS: 237310/ Highway, Street, and Bridge Construction

Inspection Type: Planned

Scope: Complete

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 04/09/2018

Emphasis: P:Trench, N:Trench

Close Case:12/13/2019

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2					2
Current Violations	1			1		2
Initial Penalty	$25,868	$0	$0	$0	$0	$25,868
Current Penalty	$6,500	$0	$0	$2,500	$0	$9,000
FTA Penalty	$0	$0	$0	$0	$0	$0

Violation Items

#	Citation ID	Citaton Type	Standard	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001 (establishment.violation_detail?id=1308702.015&citation_id=01001)	Serious	19260651 C02	08/29/2018	09/05/2018	$6,500	$12,934	$0	09/21/2018	F - Formal Set
2.	01002 (establishment.violation_detail?id=1308702.015&citation_id=01002)	Other	19260652 A01	08/29/2018	09/05/2018	$2,500	$12,934	$0	09/21/2018	F - Formal Set

UNITED STATES DEPARTMENT OF LABOR

(https://www.dol.gov)

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (tel:800-321-6742) (OSHA)
TTY (https://www.dol.gov/general/contact-phone-call-center#tty)
www.OSHA.gov (/)

FEDERAL GOVERNMENT

White House (https://www.whitehouse.gov)
Severe Storm and Flood Recovery Assistance (https://www.dol.gov/general/stormrecovery)
Disaster Recovery Assistance (https://www.dol.gov/general/disasterrecovery)
DisasterAssistance.gov (https://www.disasterassistance.gov/)
USA.gov (https://www.usa.gov)

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DEPARTMENT OF LABOR

(https://www.dol.gov)

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Severe Storm and Flood Recovery Assistance (https://www.dol.gov/general/stormrecovery)
Disaster Recovery Assistance (https://www.dol.gov/general/disasterrecovery)
DisasterAssistance.gov (https://www.disasterassistance.gov/)
USA.gov (https://www.usa.gov)
No Fear Act Data (https://www.dol.gov/agencies/oasam/civil-rights-center/resports/notification-and-federal-employee-antidiscrimination-retaliation-act-of-2002)
U.S. Office of Special Counsel (https://osc.gov/)

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Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2017	EMR	0.76
YEAR	2018	EMR	0.63
YEAR	2019	EMR	0.65
YEAR	2020	EMR	0.73
YEAR	2021	EMR	0.77

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2017	TRFR	11
YEAR	2018	TRFR	6
YEAR	2019	TRFR	7
YEAR	2020	TRFR	3.00
YEAR	2021	TRFR	5.00

Total number of man-hours worked for the last 5 Years:

YEAR	2017	TOTAL NUMBER OF MAN-HOURS		814,465
YEAR	2018	TOTAL NUMBER OF MAN-HOURS		817,090.49
YEAR	2019	TOTAL NUMBER OF MAN-HOURS		789,409.70
YEAR	2020	TOTAL NUMBER OF MAN-HOURS		767,072.49
YEAR	2021	TOTAL NUMBER OF MAN-HOURS		782,577.13

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2017	DART	2.21
YEAR	2018	DART	0.98
YEAR	2019	DART	0.25
YEAR	2020	DART	0.78
YEAR	2021	DART	1.28

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

CROSSLAND HEAVY CONTRACTORS, INC. CURRENT LITIGATION

From time to time during the normal course of business, Crossland Heavy Contractors, Inc. ("Crossland") is involved in legal matters, many of which are resolved prior to development into litigation or arbitration. Please find below a listing of pending or outstanding cases in which Crossland is involved.

MATTER	CASE NO.	COURT	DESCRIPTION	STATUS
Northwest Arkansas Conservation Authority v. Crossland Heavy Contractors, Inc. and Fidelity & Deposit Co. of Maryland	21-2498 (originating case no.: 5:20-cv-05077-PKH)	US Court of Appeals, 8th District (originating court: US District Court for the Western District of Arkansas - Fayetteville)	Project owner filed suit 1/24/2020 for allegedly defective design, work, and materials in relation to a wastewater improvements project completed in 2009. All claims made against Crossland have been dismissed by the Court with the exception of an indemnity claim on 12/2/2020. Subsequently, in June, the Court also ruled in favor of Crossland on its Motion for Summary Judgment dispensing with the remainder of NACA's claims. Plaintiff filed an appeal 7/7/2021.	Pending - Crossland was granted MSJ and dismissal of all of NACA's claims by trial court. Portions of rulings have been appealed by NACA
Julie K. Jamarik v. State of Oklahoma, Oklahoma Department of Transportation, and Crossland Heavy Contractors, Inc.	CJ-2020-71	District Court of Craig County, Oklahoma	Suit filed 11/30/2020 by individual claiming property damage via flooding occurring on or around 4/30/2019 was allegedly caused by Crossland's work on an ODOT project in the Vinita, OK area. Crossland is of the opinion that record-breaking rain amounts and flooding during the time period damage was alleged to have occurred was the cause of flooding, and not Crossland's work relating to the project.	Pending
Williams Law, LLC v. Crossland Heavy Contractors, Inc.	CJ-2021-01941	District Court of Tulsa County, Oklahoma	Suit filed 7/6/2021 alleging damage to property. Crossland's subcontractor JR&B Construction will be issued tender demand.	Pending

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at $1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Bid Number/Contract Number	IFB-22-96
Description of product or service	Bentonville Compost Facility Improvements
Contractor name	Crossland Heavy Contractors, Inc.

Contractor Signature [redacted] 12/14/22
Signature must be hand

DBE/MBE/WBE COMPLIANCE EVALUATION FORM
(Bid Package Documentation)

Bidders are to complete this form and submit within fifteen days after the bid opening. A condition for remaining in competition for award is the satisfactory completion of this form. The undersigned submits the following data with respect to the firm's efforts to meet the Arkansas Natural Resources Commission's goal for DBE/MBE/WBE participation. If you have any questions, please contact the Owner/Borrower/Owner's consultant engineer.

Prime Contractors that are DBE firms are not exempt from conducting the "good faith efforts" as described in 40 CFR Part 33, Subpart C- Good Faith Efforts.

Subcontracting is to be defined as subcontracts for construction, supplies, equipment and services. It is very infrequent that a Prime Contractor can do the job without hiring for construction, equipment, supplies, and services. If Prime Contractor does not sub-contract/procure for any of the categories mentioned above, the Prime Contractor must indicate that on this form.

1. Name of Project: Bentonville Compost Facility Improvements Project No: 20W01294

2. Name of General Contractor: Crossland Heavy Contractors, Inc.

3. DBE/MBE/WBE Firm: MARSHALL CONSTRUCTION, INC.
(Name) (Complete a separate form for each DBE/MBE/WBE to be used as a subcontractor)

10245 LOCUST MOUNTAIN RD. MOUNTAINBURG, AR 72946
(Address) (City, State, Zip Code)

(479)369-2268 (479) 369-2268
(Phone Number) (Fax Number)

4. Describe Work to be performed by the DBE/MBE/WBE, provide dollar amount of the subcontract.

SUPPLY & INSTALL REBAR

$ 106,272.00

DBE/MBE/WBE COMPLIANCE EVALUATION FORM
(Bid Package Documentation)

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1. Name of Project: Bentonville Compost Facility Improvements Project No: 20W01294

2. Name of General Contractor: Crossland Heavy Contractors, Inc.

3. DBE/MBE/WBE Firm: CA CONSTRUCTION ANCHORS, INC.
(Name) (Complete a separate form for each DBE/MBE/WBE to be used as a subcontractor)

13900 E 350 HWY, KANSAS CITY, MO 64136
(Address) (City, State, Zip Code)

(816) 525-3640 (816) 525-4533
(Phone Number) (Fax Number)

4. Describe Work to be performed by the DBE/MBE/WBE, provide dollar amount of the subcontract.

EARTHWORK AND FORMING
$ 3,185.00

DBE/MBE/WBE COMPLIANCE EVALUATION FORM
(Bid Package Documentation)

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1. Name of Project: Bentonville Compost Facility Improvements Project No: 20W01294

2. Name of General Contractor: Crossland Heavy Contractors, Inc.

3. DBE/MBE/WBE Firm: _____
(Name) (Complete a separate form for each DBE/MBE/WBE to be used as a subcontractor)

_____
(Address) (City, State, Zip Code)

_____
(Phone Number) (Fax Number)

4. Describe Work to be performed by the DBE/MBE/WBE, provide dollar amount of the subcontract.

_____

_____

_____

DBE/MBE/WBE COMPLIANCE EVALUATION FORM
(Bid Package Documentation)

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1. Name of Project: Bentonville Compost Facility Improvements Project No: 20W01294

2. Name of General Contractor: Crossland Heavy Contractors, Inc.

3. DBE/MBE/WBE Firm: _____
(Name) (Complete a separate form for each DBE/MBE/WBE to be used as a subcontractor)

_____
(Address) (City, State, Zip Code)

_____
(Phone Number) (Fax Number)

4. Describe Work to be performed by the DBE/MBE/WBE, provide dollar amount of the subcontract.

_____

_____

_____

DBE/MBE/WBE COMPLIANCE EVALUATION FORM
(Bid Package Documentation)

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1. Name of Project: Bentonville Compost Facility Improvements Project No: 20W01294

2. Name of General Contractor: Crossland Heavy Contractors, Inc.

3. DBE/MBE/WBE Firm: _____
(Name) (Complete a separate form for each DBE/MBE/WBE to be used as a subcontractor)

_____
(Address) (City, State, Zip Code)

_____
(Phone Number) (Fax Number)

4. Describe Work to be performed by the DBE/MBE/WBE, provide dollar amount of the subcontract.

_____

_____

_____

DOCUMENTATION OF AFFIRMATIVE STEPS TAKEN TO OBTAIN DBE/MBE/WBE PARTICIPATION

5. Documentation that DBE/MBE/WBE quotes were solicited through direct communication and documentation of responses received (Direct communication includes: faxes, phone calls, letters, e-mails). Newspaper ads/public notice ads alone will not be considered sufficient to meet the good faith effort requirements. The omission of a newspaper advertisement/public notice is not grounds for the bid to be rejected as well.

EMAILS WERE SENT OUT TARGETING MINORITY OWNED BUSINESSES W/ FOLLOW UP PHONE CALLS.

6. What sources were used to identify potential DBE/MBE/WBE firms. (Arkansas Highway and Transportation Department; Arkansas Economic Development Commission's Minority Business Development Division; U.S. Small Business Administration; other sources, please specify and provide documentation). The Commission recommends using the sources above.

MINORITY SOURCE LISTS INCLUDE ARDOT, AEDC, & U/S SBA.

7. Describe steps taken to divide work items into small tasks in an effort to maximize DBE/MBE/WBE participation.

WORK WAS BROKE DOWN INTO CSI DIVISIONS TO TRY & GAIN INTEREST FROM MBE'S SUBS & SUPPLIERS

8. List reasons for rejecting a DBE/MBE/WBE that indicated a desire to participate and/or submitted bids.

IF THEIR BID IS NOT COMPETITIVE, I.E. NOT LOW, INCOMPLETE, OR NOT PER SPEC THEN WE WOULD BE INCLINED TO REJECT.

The undersigned hereby certified, having provided responses or documentation to the questions in the foregoing affirmative steps taken to obtain DBE/MBE/WBE participation, that they are true and correct to the best of her/her

Name of General Contractor: [redacted]

Signature: [redacted]

Title/Date: President 12/14/22

Bentonville Compost Facility Impr - Minority Communication Log

Communication	Company	Source
Bentonville Compost Facility Impr - Communication - Minority Subs Report		
12-12-2022 2:49 PM - Bentonville Compost Facility Impr Addendum #2 - Addendum - Sent by: Charlie Rarick - T		
	Pro Metals LLC (MBE, DBE)	Private Database
	Pro Metals LLC (MBE, DBE)	Private Database
12-12-2022 11:01 AM - Bentonville Compost Facility Impr Addendum #2 - Addendum - Sent by: Charlie Rarick - T		
	Construction Materials Testing Servic	Private Database
12-12-2022 10:27 AM - Bentonville Compost Facility Impr Addendum #2 - Addendum - Sent by: Charlie Rarick - T		
	BROWNCO MANUFACTURING AND S/	Private Database
	BROWNCO MANUFACTURING AND S/	Private Database
	Phoenix Energy, LLC	Private Database
	Construction Anchors (WBE)	Private Database
	Crimson Steel Supply, LLC (MBE)	Private Database
	Crimson Steel Supply, LLC (MBE)	Private Database
	Crimson Steel Supply, LLC (MBE)	Private Database
	Crimson Steel Supply, LLC (MBE)	Private Database
	Desert Steel Co., Inc.	Private Database
	A&J Electric, LLC (DBE)Mayflower, AR	Private Database
	Marshall Construction (DEB, WBE)	Private Database
	Gerdan Slipforming	Private Database
	Construction Materials Testing Servic	Private Database
	RAKS Fire Sprinkler, LLC	Private Database
	RAKS Fire Sprinkler, LLC	Private Database
	RAKS Fire Sprinkler, LLC	Private Database
	RAKS Fire Sprinkler, LLC	Private Database
12-06-2022 12:48 PM - Bentonville Compost Facility Impr Addendum #1 - Addendum - Sent by: Charlie Rarick - T		
	Phoenix Energy, LLC	Private Database
	Construction Anchors (WBE)	Private Database
	Crimson Steel Supply, LLC (MBE)	Private Database
	Crimson Steel Supply, LLC (MBE)	Private Database
	Crimson Steel Supply, LLC (MBE)	Private Database
	Crimson Steel Supply, LLC (MBE)	Private Database
	Desert Steel Co., Inc.	Private Database
	A&J Electric, LLC (DBE)Mayflower, AR	Private Database
	Marshall Construction (DEB, WBE)	Private Database
	Gerdan Slipforming	Private Database

Communication	Company	Source
	Creative Design Concepts	Private Database
	Construction Materials Testing Servic	Private Database
	RAKS Fire Sprinkler, LLC	Private Database
	RAKS Fire Sprinkler, LLC	Private Database
	RAKS Fire Sprinkler, LLC	Private Database
	RAKS Fire Sprinkler, LLC	Private Database
	BROWNCO MANUFACTURING AND S/	Private Database
	BROWNCO MANUFACTURING AND S/	Private Database
12-01-2022 1:49 PM - Bentonville Compost Facility Impr Invitation To Bid - Sent by: Charlie Rarick - Total: 20 - S		
	Crimson Steel Supply, LLC (MBE)	Private Database
	Construction Materials Testing Servic	Private Database
	Construction Anchors (WBE)	Private Database
	Crimson Steel Supply, LLC (MBE)	Private Database
	Desert Steel Co., Inc.	Private Database
	Center Point Contractors, Inc	Private Database
	Marshall Construction (DEB, WBE)	Private Database
	Gerdan Slipforming	Private Database
	Crimson Steel Supply, LLC (MBE)	Private Database
	Center Point Contractors, Inc	Private Database
	Crimson Steel Supply, LLC (MBE)	Private Database
	Creative Design Concepts	Private Database
	A&J Electric, LLC (DBE)Mayflower, AR	Private Database
	BROWNCO MANUFACTURING AND S/	Private Database
	BROWNCO MANUFACTURING AND S/	Private Database
	Phoenix Energy, LLC	Private Database
	RAKS Fire Sprinkler, LLC	Private Database
	RAKS Fire Sprinkler, LLC	Private Database
	RAKS Fire Sprinkler, LLC	Private Database
	RAKS Fire Sprinkler, LLC	Private Database

Location	Person	Mail
otal: 2 - Sent: 2 - Pending: 0 - Error: 0		
Kansas City, KS	John Olivarez	jolivarez@prometals.net
Kansas City, KS	Estimating Contact	jolivarez@prometals.net
Total: 1 - Sent: 1 - Pending: 0 - Error: 0		
Arkadelphia, Arkansas	STEVE JORDAN	steve.jordan@cmtstesting.com
Total: 17 - Sent: 11 - Pending: 0 - Error: 3		
Tulsa, Oklahoma	TOM BROWN	greg@browncomfg.com
Tulsa, Oklahoma	Greg Lower	greg@browncomfg.com
Little Rock, AR	Tyronne Davis	phoenix.energy@sbcglobal.net
Kansas City, MO	Rafael Abreu	rafa@constructionanchors.com
Tulsa, OK	Mark Metcalf	mark@crimsonsteelsupply.com
Tulsa, OK	Wes Newman	wes@crimsonsteelsupply.com
Tulsa, OK	Scott Morrison	scott@crimsonsteelsupply.com
Tulsa, OK	Jordan Musto	jordan@crimsonsteelsupply.com
Irving, TX	Dale Granger	dalegranger125@yahoo.com
Mayflower, AR	Ayodele Ojo	ajelectric@aj-electricllc.com
Mountainburg, Arkansas	Janet Marshall	jlmarsh862@aol.com
Cape Girardeau, Missouri	Aaron Huey	blake@gerdanslipforming.com
Arkadelphia, Arkansas	STEVE JORDAN	steve.jordan@cmtstesting.com
Hattiesburg, Mississippi	Estimating Contact	rali75@yahoo.com
Hattiesburg, Mississippi	Romero Ali	aliinmiss@aol.com
Hattiesburg, Mississippi	Romero Ali	rali@raksprinkler.com
Hattiesburg, Mississippi	Romero Ali	lizzy39656@yahoo.com
otal: 18 - Sent: 7 - Pending: 0 - Error: 4		
Little Rock, AR	Tyronne Davis	phoenix.energy@sbcglobal.net
Kansas City, MO	Rafael Abreu	rafa@constructionanchors.com
Tulsa, OK	Mark Metcalf	mark@crimsonsteelsupply.com
Tulsa, OK	Wes Newman	wes@crimsonsteelsupply.com
Tulsa, OK	Scott Morrison	scott@crimsonsteelsupply.com
Tulsa, OK	Jordan Musto	jordan@crimsonsteelsupply.com
Irving, TX	Dale Granger	dalegranger125@yahoo.com
Mayflower, AR	Ayodele Ojo	ajelectric@aj-electricllc.com
Mountainburg, Arkansas	Janet Marshall	jlmarsh862@aol.com
Cape Girardeau, Missouri	Aaron Huey	blake@gerdanslipforming.com

Location	Person	Mail
Fort Smith, AR	Sarah Stillman	neal@cdesignc.net
Arkadelphia, Arkansas	STEVE JORDAN	steve.jordan@cmtstesting.com
Hattiesburg, Mississippi	Estimating Contact	rali75@yahoo.com
Hattiesburg, Mississippi	Romero Ali	aliinmiss@aol.com
Hattiesburg, Mississippi	Romero Ali	rali@raksprinkler.com
Hattiesburg, Mississippi	Romero Ali	lizzy39656@yahoo.com
Tulsa, Oklahoma	TOM BROWN	greg@browncomfg.com
Tulsa, Oklahoma	Greg Lower	greg@browncomfg.com
ent: 8 - Pending: 0 - Error: 3		
Tulsa, OK	Jordan Musto	jordan@crimsonsteelsupply.com
Arkadelphia, Arkansas	STEVE JORDAN	steve.jordan@cmtstesting.com
Kansas City, MO	Rafael Abreu	rafa@constructionanchors.com
Tulsa, OK	Mark Metcalf	mark@crimsonsteelsupply.com
Irving, TX	Dale Granger	dalegranger125@yahoo.com
Bentonville, AR	Center Point Contractors	office@centerpointcontractors.com
Mountainburg, Arkansas	Janet Marshall	jlmarsh862@aol.com
Cape Girardeau, Missouri	Aaron Huey	blake@gerdanslipforming.com
Tulsa, OK	Wes Newman	wes@crimsonsteelsupply.com
Bentonville, AR	Christy .	ccraig@centerpointcontractors.com
Tulsa, OK	Scott Morrison	scott@crimsonsteelsupply.com
Fort Smith, AR	Sarah Stillman	neal@cdesignc.net
Mayflower, AR	Ayodele Ojo	ajelectric@aj-electricllc.com
Tulsa, Oklahoma	Greg Lower	greg@browncomfg.com
Tulsa, Oklahoma	TOM BROWN	greg@browncomfg.com
Little Rock, AR	Tyronne Davis	phoenix.energy@sbcglobal.net
Hattiesburg, Mississippi	Estimating Contact	rali75@yahoo.com
Hattiesburg, Mississippi	Romero Ali	aliinmiss@aol.com
Hattiesburg, Mississippi	Romero Ali	rali@raksprinkler.com
Hattiesburg, Mississippi	Romero Ali	lizzy39656@yahoo.com

Result	Minority
Delivered	DBE,MBE
Delivered	DBE,MBE
Delivered	FED SDB
Delivered	DBE
Delivered	DBE
Opened	DVBE,SDVOB,SDVOSB,SMBE
Delivered	WBE
Delivered	MBE
Delivered	MBE
Opened	MBE
Delivered	MBE
Delivered	DBE
Opened	DBE
Delivered	DBE,WBE
Delivered	DBE
Delivered	FED SDB
Delivered	DBE,SDVOSB
Hard Failure: Spam Reporting	DBE,SDVOSB
Failure: Blocked	DBE,SDVOSB
Hard Failure: Bounced	DBE,SDVOSB
Failure: Blocked	DVBE,SDVOB,SDVOSB,SMBE
Opened	WBE
Delivered	MBE
Opened	MBE
Opened	MBE
Delivered	MBE
Delivered	DBE
Opened	DBE
Delivered	DBE,WBE
Delivered	DBE

Result	Minority
Opened	DBE,SBE
Delivered	FED SDB
Delivered	DBE,SDVOSB
Hard Failure: Spam Reporting	DBE,SDVOSB
Failure: Blocked	DBE,SDVOSB
Hard Failure: Bounced	DBE,SDVOSB
Opened	DBE
Opened	DBE
Delivered	MBE
Delivered	FED SDB
Opened	WBE
Delivered	MBE
Delivered	DBE
Opened	WBE
Opened	DBE,WBE
Delivered	DBE
Opened	MBE
Opened	WBE
Opened	MBE
Opened	DBE,SBE
Opened	DBE
Delivered	DBE
Delivered	DBE
Opened	DVBE,SDVOB,SDVOSB,SMBE
Delivered	DBE,SDVOSB
Hard Failure: Spam Reporting	DBE,SDVOSB
Failure: Blocked	DBE,SDVOSB
Hard Failure: Bounced	DBE,SDVOSB

CROSSLAND
HEAVY CONTRACTORS

Project Bentonville Compost Facility Impr Invited - List All

Company Name (Location)	Contact Full Name	Contact Phone	Contact Email	Source
01300 - Testing				
Building and Earth (Springdale, AR)	Michael Springer	(479) 756-1555	mspringer@buildingandearth.com	Private Database
Building and Earth (Springdale, AR)	Tyler Meenem	(479) 756-1555	tmeenen@buildingandearth.com	Private Database
Construction Materials Testing Services (Little Rock, AR)	Andrew -	(501) 753-2526	andrew@mtaengineers.com	Private Database
Construction Materials Testing Services (Little Rock, AR)	Steve -	(501) 753-2526	steve@mtaengineers.com	Private Database
Construction Materials Testing Services, Inc. (Arkadelphia, Arkansas)	STEVE JORDAN	(870) 246-7225	steve.jordan@cmtstesting.com	Private Database
Grubbs, Hoskyn, Batton, And Wyatt Inc. (Little Rock, AR)	Subra Bhat	(479) 756-5999	sbhat@grubbsengineers.com	Private Database
Grubbs, Hoskyn, Batton, And Wyatt Inc. (Little Rock, AR)	Tanner Gullett	(501) 455-2536	tgullett@grubbsengineers.com	Private Database
GTS Inc (Fayetteville, AR)	Andrew Beekman	(479) 521-7645	andrew.beekman@gtsconsulting.net	Private Database
GTS Inc (Fayetteville, AR)	Jason Williams	(479) 521-7645	jason.williams@gtsconsulting.net	Private Database
GTS Inc (Fayetteville, AR)	Nathan Young	(479) 521-7645	nathan.young@gtsconsulting.net	Private Database
McClelland Engineering (Fayetteville, AR)	Paul Walla	(479) 443-2377	pwalla@mcclelland-engrs.com	Private Database
02060 - Aggregate				
APAC - Central (Springdale, AR)	Doug Luetjen	(479) 788-6344	doug.luetjen@apac.com	Private Database
APAC - Central (Springdale, AR)	Shaun Long	(479) 788-6344	shaun.long@apac.com	Private Database
APAC - Central (Springdale, AR)	Steve Wayman	(479) 502-4662	steve.wayman@apac.com	Private Database
Arkhola Sand & Gravel Co. (Van Buren)	Kyle Sulcer	(479) 788-6342	kyle.sulcer@apac.com	Private Database
Arkhola Sand & Gravel Co. (Van Buren)	Steve Wayman	(479) 788-6342	steve.wayman@apac.com	Private Database
03200 - Concrete Reinforcement				
Arkansas Rebar, Inc. (Benton, AR)	Brian Shepard	(501) 315-7654	bcorbitt@darraghcompany.com	Private Database
Arkansas Rebar, Inc. (Benton, AR)	Jake Simpson	(501) 315-7654	jsimpson@darraghcompany.com	Private Database
Arkansas Rebar, Inc. (Benton, AR)	Mark Gernhart	(501) 315-7654	mgernhart@darraghcompany.com	Private Database
Construction Anchors (WBE) (Kansas City, MO)	Rafael Abreu	(816) 525-3640	rafa@constructionanchors.com	Private Database
Creative Design Concepts (Fort Smith, AR)	Neal Preston	(479) 420-7396		Private Database
Creative Design Concepts (Fort Smith, AR)	Sarah Stillman	(479) 420-7396	neal@cdesignc.net	Private Database
Crimson Steel Supply, LLC (MBE) (Tulsa, OK)	Jordan Musto	(918) 994-5330	jordan@crimsonsteelsupply.com	Private Database
Crimson Steel Supply, LLC (MBE) (Tulsa, OK)	Mark Metcalf	(918) 994-5330	mark@crimsonsteelsupply.com	Private Database
Crimson Steel Supply, LLC (MBE) (Tulsa, OK)	Scott Morrison	(918) 994-5330	scott@crimsonsteelsupply.com	Private Database
Crimson Steel Supply, LLC (MBE) (Tulsa, OK)	Wes Newman	(918) 994-5330	wes@crimsonsteelsupply.com	Private Database
Darragh Company (Lowell, AR)	Jake Simpson	(479) 725-0707	jsimpson@darraghcompany.com	Private Database

Company Name (Location)	Contact Full Name	Contact Phone	Contact Email	Source
Darragh Company (Lowell, AR)	Joel Mitchell	(479) 725-0707	jmitchell@darraghcompany.com	Private Database
Darragh Company (Lowell, AR)	Steve .	(479) 725-0707		Private Database
Diamond State Steel (Benton, AR)	Alan Payne	(501) 672-6524	alan@diamondstatesteel.com	Private Database
Marshall Construction (DEB, WBE) (Mountainburg, Arkansas)	Janet Marshall	(479) 369-2268	jlmarsh862@aol.com	Private Database
03203 - Reinforcing Steel Erection				
C&D Steel Erectors, Inc. (Cabot, AR)	Chris Carney	(870) 830-0780	chris@canddsteel.com	Private Database
Marshall Construction (DEB, WBE) (Mountainburg, Arkansas)	Janet Marshall	(479) 369-2268	jlmarsh862@aol.com	Private Database
Quality Reinforcement Inc (Arkansas)	Randy Cummings	(501) 276-9098	fasttierebar@gmail.com	Private Database
03300 - Concrete Materials				
APAC - Central (Springdale, AR)	Doug Luetjen	(479) 788-6344	doug.luetjen@apac.com	Private Database
APAC - Central (Springdale, AR)	Shaun Long	(479) 788-6344	shaun.long@apac.com	Private Database
APAC - Central (Springdale, AR)	Steve Wayman	(479) 502-4662	steve.wayman@apac.com	Private Database
Arkhola Sand & Gravel Co. (Van Buren)	Kyle Sulcer	(479) 788-6342	kyle.sulcer@apac.com	Private Database
Arkhola Sand & Gravel Co. (Van Buren)	Steve Wayman	(479) 788-6342	steve.wayman@apac.com	Private Database
Construction Anchors (WBE) (Kansas City, MO)	Rafael Abreu	(816) 525-3640	rafa@constructionanchors.com	Private Database
Tune Concrete (Fayetteville, AR)	Aaron Standphil	(479) 442-8251	aaron@tuneconcrete.com	Private Database
05000 - Metals				
Alpha Metal Mfg. Inc. (Lavaca, AR)	Wanda -	(479) 674-5336	alphagirl@hotmail.com	Private Database
ARMI Contractors (Fayetteville, AR)	Estimating Contact	(479) 446-5063	info@arkansasmyriad.com	Private Database
Baseline Manufacturing (New Waverly, TX)	Debra Blaylock	(936) 344-2858	baselinemfg@gmail.com	Private Database
Baseline Manufacturing (New Waverly, TX)	Jason Buckner	(936) 344-2858	j.buckner426@gmail.com	Private Database
Baseline Manufacturing (New Waverly, TX)	Ray Buckner ext 11	(936) 344-2858	baselinelp@gmail.com	Private Database
Central States Manufacturing, Inc (Lowell, AR)	Estimating .	(800) 356-2733	josset@centralstatesmfg.com	Private Database
Custom Fabrication & Engineering, Inc (Fort Smith, AR)	Lindsay Freeman	(479) 782-6535	cfei@aol.com	Private Database
Fabrication Specialties Of Arkansas (Van Buren AR)	Dale Stewart	(479) 410-4800	lstewart@fabspecar.com	Private Database
Fabrication Specialties Of Arkansas (Van Buren AR)	Stephen Millar	(479) 410-4800	smillar@fabspecar.com	Private Database
Fig Tree Steel (Springdale, AR)	Tascha Farris	(479) 751-3647	sales@figtreesteel.com	Private Database
Fig Tree Steel (Springdale, AR)	Tom Beebe	(479) 751-3647	sales@figtreesteel.com	Private Database
Ground Zero Construction, Inc. (Siloam Springs, AR)	Herb Harris	(918) 422-5354	herb.harrisjr@cox.net	Private Database
Herman Binz & Son's Iron Works, INC (Little Rock, AR)	Terry Binz	(501) 490-1017	binziron@gmail.com	Private Database

Company Name (Location)	Contact Full Name	Contact Phone	Contact Email	Source
HME Inc. (Topeka, KS)	Brian Loy	(785) 235-1524 x362	bloy@hmeinc.net	Private Database
HME Inc. (Topeka, KS)	Chase Adram	(785) 235-1524	cabram@hmeinc.net	Private Database
HME Inc. (Topeka, KS)	Drew Switzky	(785) 235-1524 x304	dswitzky@hmeinc.net	Private Database
HME Inc. (Topeka, KS)	Estimating Contact	(785) 235-1524 x305	estimating@hmeinc.net	Private Database
HME Inc. (Topeka, KS)	Jared Blake	(785) 235-1524 x199	jblake@hmeinc.net	Private Database
HME Inc. (Topeka, KS)	Kyle Cochran	(785) 235-1524 x305	kcochran@hmeinc.net	Private Database
HME Inc. (Topeka, KS)	Mark Kidd	(785) 235-1524	mkidd@hmeinc.net	Private Database
HS Construction (Bentonville, AR)	Hank Snow	(479) 616-8722	hanksnow60@yahoo.com	Private Database
Jacksonville Steel, Inc. (Beebe, AR)	Dannie Dulaney	(501) 882-3563	dannie@jXSTEEL.COM	Private Database
Jacksonville Steel, Inc. (Beebe, AR)	Receptionist .	(501) 882-3563	receptionist@jaxsteel.com	Private Database
Jacksonville Steel, Inc. (Beebe, AR)	Tonya Love	(501) 882-3563	Receptionist@jaxsteel.com	Private Database
JL Bryson Inc. (Springdale, AR)	Ashton Adams	(479) 439-9171	ashton@jlbrysoninc.com	Private Database
JL Bryson Inc. (Springdale, AR)	Justin Bryant	(479) 439-9171	justin@jlbrysoninc.com	Private Database
L & L Metal Fabrication (Springdale, AR)	Estimating Contact	(479) 361-9640	info@llmetalfab.com	Private Database
Pro Fab LLC (Springdale, AR)	Dave Beavert	(479) 770-1270	dbeavert@profabllc.com	Private Database
Pro Fab LLC (Springdale, AR)	Dustin Ishee	(479) 770-1270	dishee@profabllc.com	Private Database
Pro Metals LLC (MBE, DBE) (Kansas City, KS)	Estimating Contact	(913) 400-2868	jolivarez@prometals.net	Private Database
Pro Metals LLC (MBE, DBE) (Kansas City, KS)	John Olivarez	(913) 400-2868	jolivarez@prometals.net	Private Database
Razorback Ironworks (Fayetteville, AR)	Adam Yates	(479) 444-0045	ay@razironworks.com	Private Database
Russellville Steel Company, INC. (Russellville, AR)	Estimating Contact	(479) 968-2210	webmaster@rsvlsteel.com	Private Database
Stewart Stainless Supply, Inc. (Springdale, AR)	Ronny Hill	(479) 927-2300	RHill@stewartstainless.com	Private Database
STI Consulting LLC (Springdale, AR)	Adam Cole	(479) 361-8973	adam@stimetalfab.com	Private Database
STI Consulting LLC (Springdale, AR)	Shawn Edminsten	(479) 361-8973	shawn@stimetalfab.com	Private Database
VP Buildings (St. Joseph, MO)	Bill Campbell	(816) 804-4986	bcampbell2@vp.com	Private Database
VP Buildings (St. Joseph, MO)	Jeremy Childs	(901) 569-6377	jchilds@vp.com	Private Database
VP Buildings (St. Joseph, MO)	Karin Mauzey	(816) 804-4986	kmauzey@vp.com	Private Database
Wil-Shar Erectors (Rogers, AR)	Carter McCloud	(479) 986-0311 x103	carter@wilshar.com	Private Database
Wil-Shar Erectors (Rogers, AR)	Hayden Wiftoski	(479) 986-0311 x105	hayden@wilshar.com	Private Database
10290 - Pest Control				
Presto-X (Oklahoma City)	Cade Ervin	(405) 848-9446	cade.ervin@prestox.com	Private Database
11000 - Equipment				
Haynes Pump & Process (Fayetteville, AR)	Clay Thompson	(800) 832-1580	claythompson@haynes-pump.com	Private Database
Jack Tyler Engineering (Little Rock, AR)	BJ Stevens	(501) 276-5788	bjs@jteng.com	Private Database
Jack Tyler Engineering (Little Rock, AR)	Calvin Reynolds	(501) 562-2296	creynolds@jteng.com	Private Database
Jack Tyler Engineering (Little Rock, AR)	James Span	(501) 562-2296	jspann@jteng.com	Private Database
Jack Tyler Engineering (Little Rock, AR)	Scott Jones	(479) 756-3660	scott@jteng.com	Private Database

Company Name (Location)	Contact Full Name	Contact Phone	Contact Email	Source
Jack Tyler Engineering (Little Rock, AR)	Sherman	(501) 562-2296	steoff@jteng.com	Private Database
JCI (Arkansas) (Rogers, AR)	Jason Rector	(479) 636-1261	jrector@jciind.com	Private Database
13120 - Pre-engineered Structure				
Quality Metal Inc. (Gentry, AR)	Brandon ???	(479) 736-2125	brandon@qualitymetalinc.com	Private Database
Quality Metal Inc. (Gentry, AR)	Chris Unruh	(479) 736-2125	chris@qualitymetalinc.com	Private Database
VP Buildings (St. Joseph, MO)	Bill Campbell	(816) 804-4986	bcampbell2@vp.com	Private Database
VP Buildings (St. Joseph, MO)	Jeremy Childs	(901) 569-6377	jchilds@vp.com	Private Database
VP Buildings (St. Joseph, MO)	Karin Mauzey	(816) 804-4986	kmauzey@vp.com	Private Database
13122 - Metal Building Erection				
DC Sparks Construction LLC. (Fayetteville, AR)	Bids .		bids@dcsparksconst.com	Private Database
DC Sparks Construction LLC. (Fayetteville, AR)	Daniel -	(479) 287-1105	daniel.sparks@dcsparksconst.com	Private Database
DC Sparks Construction LLC. (Fayetteville, AR)	Estimating Contact	(479) 287-1105	sparks.construction10@gmail.com	Private Database
DC Sparks Construction LLC. (Fayetteville, AR)	Michala Woodring	(479) 287-1105	michala.woodring@dcsparksconst.com	Private Database
Elite Building Solutions (Springdale, AR)	Billie Bachman	(479) 770-5566	tony@ebscommercial.com	Private Database
Elite Building Solutions (Springdale, AR)	Tony Price	(479) 770-5566	tony@ebscommercial.com	Private Database
Elite Steel Erectors Inc (Lowell AR)	Keith Wood	(479) 419-9181	ese_kwood@yahoo.com	Private Database
15200 - Process Piping				
Core & Main (Springdale, AR)	Danny Hall	(479) 361-5930	mike.casteel@coreandmain.com	Private Database
Core & Main (Springdale, AR)	Mike Casteel	(479) 549-7038	mike.casteel@coreandmain.com	Private Database
Ferguson Waterworks (Springdale, AR)	Derek Stene	(210) 253-8155	derek.stene@ferguson.com	Private Database
Ferguson Waterworks (Springdale, AR)	Tim Fernandes	(479) 927-1688	tim.fernandes@ferguson.com	Private Database
Piping Service, Inc. (Kaukauna, WI)	Dustin Woldt	(920) 734-1666	dwoldt@pipingservice.com	Private Database
Piping Service, Inc. (Kaukauna, WI)	Etimating Department	(920) 734-1666	estimating@pipingservice.com	Private Database
Piping Service, Inc. (Kaukauna, WI)	Fred Baumgart	(920) 734-1666	fbaumgart@pipingservice.com	Private Database
16000 - Electrical Work				
AWJ Electric Company LLC (Fayetteville, AR)	Cliff Barber			Private Database
AWJ Electric Company LLC (Fayetteville, AR)	Heath Holcomb	(479) 301-2888	bids@awjelectric.com	Private Database
Axis Electric LLC. (Fayetteville, AR)	Jason Kunel	(479) 442-2947	jkuncl@axis-electric.com	Private Database
Axis Electric LLC. (Fayetteville, AR)	Phillip Rukgaber	(479) 404-6581	prukgaber@axis-electric.com	Private Database
BEI Electric (Lowell, AR)	Chip Parmley	(479) 770-5300	cparmley@beijoplin.com	Private Database
BEI Electric (Lowell, AR)	Matt Whited	(479) 770-5300	mwhited@beijoplin.com	Private Database
BEI Electric (Lowell, AR)	Ryan Moore	(479) 770-5300	rmoore@beijoplin.com	Private Database
Eagle Electric (Benton, AR)	Bradley Wallace	(501) 316-1236	bwallace@eaglelectric.com	Private Database
Eagle Electric (Benton, AR)	Jason Hill	(501) 316-1236	jhill@eaglelectric.com	Private Database

Company Name (Location)	Contact Full Name	Contact Phone	Contact Email	Source
Eagle Electric (Benton, AR)	Scott Squires	(501) 316-1236	ssquires@eaglelectric.com	Private Database
Electrical Resources Inc (Centerton, AR)	James Milford	(479) 715-4350	james@electrical-resources.com	Private Database
Fleming Electric, Inc. (Bentonville AR)	Bob Poole	(479) 715-6099	bpoole@fleminc.com	Private Database
Fleming Electric, Inc. (Bentonville AR)	Estimating Department		dispatch@fleminc.com	Private Database
Fleming Electric, Inc. (Bentonville AR)	Shae .	(479) 715-6099		Private Database
Hill Electric (Fayetteville, AR)	Marty Warner	(479) 422-3235	marty@hillark.com	Private Database
Koontz Electric Company. Inc. (Morrilton, AR)	Michelle Ashmore	(501) 354-2526	michelle.ashmore@koontzelectric.com	Private Database
MCC Multi-Craft, Electric (Springdale, AR)	Eric McCoy	(479) 751-4330	elm@multi-craft.net	Private Database
MCC Multi-Craft, Electric (Springdale, AR)	Estimating Contact	(479) 751-4330	bids@multi-craft.net	Private Database
MCC Multi-Craft, Electric (Springdale, AR)	Johnathan	(479) 751-4330	jas@multi-craft.net	Private Database
Midland Industrial Services (Electrical Division) (Rogers, AR)	Jamie Edmondson	(479) 966-5676	jamie.edmondson@midlandllc.com	Private Database
Midland Industrial Services (Electrical Division) (Rogers, AR)	Kenny Williams	(479) 296-6014	kwilliams@midlandllc.com	Private Database
Oil Capital Electric (Springdale, AR)	Richard Morrison	(479) 361-9833 x3501	rmorrison@oce.us.com	Private Database
Oil Capital Electric (Springdale, AR)	Richard Tweed	(479) 361-9833	rtweed@oce.us.com	Private Database
South Ark Electric (Springdale, AR)	Dustin Fletcher	(479) 422-3317	dustin.fletcher@southarkelectric.com	Private Database
South Ark Electric (Springdale, AR)	Josh Jordan	(479) 422-3317	josh.jordan@southarkelectric.com	Private Database
South Ark Electric (Springdale, AR)	Ron Lengel	(479) 422-3317	ron.lengel@southarkelectric.com	Private Database
17001 - DBE				
1911 Construction Company, Inc. (Pine Bluff, AR)	Hosea Jackson		1911@1911construction.com	Private Database
1st Choice Utility Construction, LLC (Little Rock, AR)	Robert Harrison	(501) 779-6525	1choiceutility@att.net	Private Database
A & A FIRE AND SAFETY COMPANY, LLC (Cabot, Arkansas)	April Ford-Broderick	(501) 834-5353	april.broderick@aaservices.us	Private Database
A Touch of Nature (Little Rock, AR)	Kenneth Brown	(501) 240-9003	atouchofnatureinc@comcast.net	Private Database
A&J Electric, LLC (DBE)Mayflower, AR (Mayflower, AR)	Ayodele Ojo	(501) 472-8645	ajelectric@aj-electricllc.com	Private Database
A. L. Blood Hauling, Inc (Little Rock, AR)	Aurthur Blood	(501) 562-4734	arthurlblood4@yahoo.com	Private Database
Alert Traffic Control, LLC (Mabelvale, AR)	Kim Salinas	(501) 680-7446	bpurdom@asbtrafficcontrol.com	Private Database
All Seasons Construction Company, LLC (North Little Rock, AR)	Kenneth Rowe	(501) 952-5390	rowekn@earthlink.net	Private Database
Anders Trucking (El Dorado, AR)	Diane Anders	(870) 862-9629	racegirl@oeccwildblue.com	Private Database
Bami Electric, LLC (Bryant, AR)	Imhotep Temfack	(501) 226-4153	itemfack@bamielectric.com	Private Database
Beverly's Construction (Batesville, AR)	Beverly Hill	(870) 251-3129	beverly@beverlysconstruction.com	Private Database
BROWNCO MANUFACTURING AND SALES LLC (Tulsa, Oklahoma)	Greg Lower	(918) 794-2855	greg@browncomfg.com	Private Database

Company Name (Location)	Contact Full Name	Contact Phone	Contact Email	Source
BROWNCO MANUFACTURING AND SALES LLC (Tulsa, Oklahoma)	TOM BROWN	(918) 794-2855	greg@browncomfg.com	Private Database
Built By Brenda, Inc. (Conway, AR)	Brenda Alexander	(501) 472-6331	bren3346@yahoo.com	Private Database
Center Point Contractors, Inc (Bentonville, AR)	Center Point Contractors	(479) 426-7373	office@centerpointcontractors.com	Private Database
Center Point Contractors, Inc (Bentonville, AR)	Christy .	(479) 659-2025	ccraig@centerpointcontractors.com	Private Database
Central Arkansas Contractors, Inc. (Little Rock, AR)	Thomas Jackson	(501) 681-5840	thojacks@yahoo.com	Private Database
Construction Materials Testing Services, Inc. (Arkadelphia, Arkansas)	STEVE JORDAN	(870) 246-7225	steve.jordan@cmtstesting.com	Private Database
Contractor's Specialty Service Company (Bryant, AR)	Sherri Fryar	(501) 847-1300	sherri@contractorsspecialty.com	Private Database
Creative Design Concepts (Fort Smith, AR)	Neal Preston	(479) 420-7396		Private Database
Creative Design Concepts (Fort Smith, AR)	Sarah Stillman	(479) 420-7396	neal@cdesignc.net	Private Database
D & D Paving (Sherrill, AR)	Carrie Davis	(870) 879-3084	ddpaving@sbcglobal.net	Private Database
D & R Concrete Construction (Conway, AR)	Derrick Criswell	(501) 428-4350	derrickdeoncriswell5@gmail.com	Private Database
Delta Grass Masters, LLC (North Little Rock, AR)	Bobby Bell Jr.	(870) 572-3500	bobby@deltagrassmasters.net	Private Database
Desert Steel Co., Inc. (Irving, TX)	Dale Granger	(405) 638-2529	dalegranger125@yahoo.com	Private Database
Evergreen Erosion & More, LLC (Centerville, AR)	Patricia Weisenbach	(479) 576-2794	evergreenlands@centurytel.net	Private Database
Gerdan Slipforming (Cape Girardeau, Missouri)	Aaron Huey	(573) 339-0675	blake@gerdanslipforming.com	Private Database
Harris Plastering & Construction, Inc. (Conway, AR)	Estimating Contact	(501) 328-3380	harrisplaster@yahoo.com	Private Database
Harris Plastering & Construction, Inc. (Conway, AR)	Jeremey Harris	(501) 328-3380	jeremy.harris@harrisplastering.com	Private Database
HDMS & Standard GIS, Inc (North Little Rock, AR)	Jan Hicks	(501) 374-5500	jan@hdmsandstandardgis.com	Private Database
Henrey E. Peacock and Associates, LLC (Forrest City, AR)	Henry Peacock	(870) 633-0437	hepassociates@yahoo.com	Private Database
Heritage Excavation (Beebe, AR)	Jay Barton	(501) 882-6138	heritageexcavation@yahoo.com	Private Database
J & W Trucking & Hauling Service, LLC (Sherwood, AR)	Damion White	(501) 425-1832	j.w.truckingllc@att.net	Private Database
Kesser International, Inc. (North Little Rock, Arkansas)	Ralph II	(501) 244-2450	kesserint@aol.com	Private Database
Kesser International, Inc. (North Little Rock, Arkansas)	RALPH VINES	(501) 244-2450	kesserint@aol.com	Private Database
Larco, INC (Crossett, AR)	Rhonda Bolin	(870) 364-6765	mslarco@windstream.net	Private Database
Lasker Brothers', INC (Conway, AR)	Clarence Lasker	(501) 470-1147	laskerbrosinc@att.net	Private Database
LBL Construction Co. (,)	Lessie Leniear	(501) 568-5574	lblconstructionco@gmail.com	Private Database
Longs Drilling (Harrison, Arkansas)	Allison Long	(870) 437-2200	allison@longsdrilling.com	Private Database
Longs Drilling (Harrison, Arkansas)	Brian Long	(870) 437-2200	brian@longsdrilling.com	Private Database
Malvin Rowlett Trucking, LLC (Monticello, AR)	Malvin Rowlett	(870) 723-5400	malvinrowletttrucking@gmail.com	Private Database

Company Name (Location)	Contact Full Name	Contact Phone	Contact Email	Source
Marshall Construction (DEB, WBE) (Mountainburg, Arkansas)	Janet Marshall	(479) 369-2268	jlmarsh862@aol.com	Private Database
Millar, Inc. (Lake Village, AR)	Catherine Cannatella	(870) 265-5325	millarincorporated@att.net	Private Database
Ox & Company Cunstruction, LLC (Doddridge, AR)	Hollis Harris	(903) 826-7143	hollis@oxandco.ws	Private Database
Phoenix Energy, LLC (Little Rock, AR)	Tyronne Davis	(501) 960-1589	phoenix.energy@sbcglobal.net	Private Database
Positive Results Lawn Services, Inc. (North Little Rock, AR)	Eric Franklin	(501) 753-2432	positiveresults2020@gmail.com	Private Database
R L Jackson's Construction Company, LLC (Jonesboro, AR)	Rickey Jackson	(870) 530-1039	rjackson0608@yahoo.com	Private Database
RAKS Fire Sprinkler, LLC (Hattiesburg, Mississippi)	Estimating Contact	(601) 261-0820	rali75@yahoo.com	Private Database
RAKS Fire Sprinkler, LLC (Hattiesburg, Mississippi)	Romero Ali	(601) 261-0820	aliinmiss@aol.com	Private Database
RAKS Fire Sprinkler, LLC (Hattiesburg, Mississippi)	Romero Ali	(601) 261-0820	lizzy39656@yahoo.com	Private Database
RAKS Fire Sprinkler, LLC (Hattiesburg, Mississippi)	Romero Ali	(601) 261-0820	rali@raksprinkler.com	Private Database
Ramos Famrs (Hermitage, AR)	Miguel Ramos	(870) 820-5660	ramosfarms82@gmail.com	Private Database
Rick McGinty Company, Inc (Greenbrier, AR)	Sherry McGinty	(501) 691-6430	jobeth@rickmcgintycompany.com	Private Database
Riley Paving Company (Hamburg, AR)	Claude Riley Jr.	(870) 853-8779	rileypavingchuck@yahoo.com	Private Database
Steven Brockman Construction (Conway, AR)	Steven Brockman	(501) 733-3930	brockmanconstruction@yahoo.com	Private Database
Streamworks Mitigation Services, LLC (Little Rock, AR)	Jody Duke	(501) 773-9098	jody.streamworks@gmail.com	Private Database
Sugg Construction, Inc. (Jonesboro, AR)	Brittany Ragsdale	(501) 470-6402	brittany@suggconstruction.com	Private Database
Thomas & Associates, Inc (Little Rock, AR)	Ernice Thomas Jr.	(501) 960-7802	enicetj@aol.com	Private Database
Total Erosion Control, INC (Beebe, AR)	Lauren Shook	(501) 726-0345	lauren.shook@totalerosioncontrol.com	Private Database
Vaughn Excavating, Inc. (Ash Flat, AR)	Dianne Plemmons	(870) 834-0683	dianneplemmons@yahoo.com	Private Database
Vic's Construction, Inc (North Little Rock, AR)	Willie Watson Jr.	(501) 515-1169	willwatsonjr@yahoo.com	Private Database
VLX, LLC (Springdale, AR)	Victoria Clifford	(479) 631-6433	lanextc@gmail.com	Private Database

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: [redacted] nc.

BY: [redacted]

TITLE: President

DATED: 12/14/22

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 17th DAY OF November, 2022

Amy Harlos

NOTARY PUBLIC - STATE OF Kansas

MY COMMISSION EXPIRES: 7/18/23

Amy Harlos
Notary Public
State of Kansas
My Appt. Exp. 7/18/23

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 12.

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Please see attached.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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Current Projects In Progress/Contracts On Hand Crossland Heavy Contractors, Inc.	Schedule A		
PROJECT	**OWNER**	**CONTRACT AMOUNT**	**EXPECTED COMPLETION**
Arcadia Lake WTP Residuals Handling & Imps	Edmond Public Works Authority	$38,174,538.00	8/22
ADA Main Street Improvements	City of Ada, OK	$7,491,316.38	6/22
Owasso WWTP & Main Lift Station	Owasso Public Works Authority	$21,187,879.00	2/23
COT Citywide LS Improvements	Tulsa Metropolitan Utility Authority	$598,796.00	4/22
Jenks WWTP	City of Jenks, Oklahoma	$11,917,000.00	1/23
2ND &Bryant	City of Edmond	$7,478,800.00	6/22
Caney River Raw Water Intkae Improvements	City of Bartlesville	$1,232,010.00	5/22
COT 2 Waterline 31st to Howard	Tulsa Metropolitan Utility Authority	$2,162,000.00	7/22
COT Citywide ADA Transition Plan	City of Tulsa	$1,247,000.00	5/22
AB Jewell Clarifier No. 2 Imps	Tulsa Metropolitan Utility Authority	$8,922,000.00	7/22
Tulsa County Posey Creek Bridge	Tulsa County	$2,005,506.00	5/22
Penn TX U-Turn 210255	Oklahoma Department of Transportation	$826,000.00	5/22
Owasso 116th and Garnett Intersection	City of Owasso	$4,284,000.00	6/22
WRWA Landside Wayfinding	Oklahoma City Airport Trust	$5,570,110.00	11/22
IDO CBP II 140K Building Storm Sewer	Anadarkko Dozer & Trucking	$167,394.00	2/22
Bartlesville Effluent Pump Station	City of Bartlesville	$1,738,000.00	11/22
LLWWTP UV Disinfection Improvements	Broken Arrow Municipal Authority	$5,841,000.00	8/22
COT 2 INCH Waterline TMUA-W 11-08, C5	Tulsa Metropolitan Utility Authority	$1,897,000.00	1/23
Osage Pawhuska - Site Concrete 32A	Crossland Construction Company, Inc.	$851,100.00	10/22
Warner WTP Filter Medial Replacement	Warner Utilities Authority	$48,610.00	5/22
Owasso 116th Widening Garnett to 129th	City of Oswasso	$8,603,000.00	6/23
Osage Bartlesville	Crossland Construction Company	$1,702,000.00	12/22
COT NA 8063	City of Tulsa	$3,870,000.00	6/23
Hefner WTP Ozone Expansion	City of Oklahoma City Water Utilities Trust	$44,432,000.00	7/25
Lynn Lane Blower Replacement	Broken Arrow Municipal Authority	$259,000.00	9/22
RMUA WPC 22-2	Regional Metropolitian Utility Authority	$484,000.00	8/23
COT 7th and 8th St Aerterial Rehab	City of Tulsa	$4,146,000.00	5/23
NSWWTP Digester Improvements Project	Tulsa Metropolitan Utility Authority	$2,392,000.00	6/23
South Canadian WWTP Improvements	City of Oklahoma City Water Utilities Trust	$213,851,000.00	1/27
AB Jewell Clarifier No. 3 Improvements	Tulsa Metropolitan Utility Authority	$12,717,000.00	7/23
Mohawk WTP - RAW Water Bldg Augur Removal	Tulsa Metropolitan Utility Authority	$181,000.00	4/23
2 Inch Waterline Replacement - NW Tulsa	Tulsa Metropolitan Utility Authority	$1,538,000.00	9/23
AB Jewell Sodium Hydroxide Improvements	Tulsa Metropolitan Utility Authority	$1,763,623.00	3/24
Hefner Surge Enhancements	City of Oklahoma City Water Utilities Trust	$2,109,985.00	5/23
Junction City WTP Improvements Phase 2	City of Junction City	$12,210,000.00	12/22
Cedar Lake Lift Station Improvements	City of Olathe	$2,209,500.00	7/22
Kaw WTP Electrical & Mechaincal Imps Contract 2	City of Lawrence	$4,457,000.00	4/22
Little Cedar Creek Stabilization	City of Olathe	$484,500.00	5/22
Turkey Creek WWTF Miscellaneous Improvements	Johnson County Wastewater	$2,145,500.00	5/23
Kaw Point Control Room Stairs Replacement	Unified Government of Wyandotte County	$63,759.00	12/22
Blue River Influent Floor Drain	Johnson County Wastewater	$93,818.00	7/22
2022 Wastewater Treatment Facility Improvements	City of Osawatomie	$2,538,564.00	12/22
Pump Station No. 66 Emergency Phase I	United Government of Wyandotte County	$75,000.00	8/22
Main Lift Station & Forcemain Improvements	City of Eudora	$26,066,450.00	12/22
Topeka WTP West Plain Basin Rehab	City of Topeka	$10,249,300.00	5/23
Missouri River Intake HVAC Improvements & Roof Replacement	Water District No. 1 of Johnson County	$1,560,000.00	6/23
Wyss Pumping Station Engine Generator Facilities	WaterOne	$5,776,500.00	12/23
Middle Basin Misc Electrical Improvement	Johnson County Wastewater	$203,459.00	5/23
Olathe WTP 1 Demolition	City of Olathe	$743,000.00	10/22
BPU WaterOne Interconnect Piping	BPU Water Engineering	$78,000.00	12/22
Eagle Bend Irrigation System Improvements	City of Lawrence	$723,000.00	2/23
South Cedar Creek Eiliptical Pipe	City of Olathe	$333,512.00	9/22
DLSMB InDense Pilot	Johnson County Wastewater		3/23
Olathe Sodium Hypo Tank Replacement	City of Olathe	$349,815.00	5/23
Facility 2 Filer No. 27 Rebuild	WaterOne	$239,000.00	4/23
Contracto 4 High Service Pump Station & Clearwell	City of Lexington	$1,304,114.00	9/22
Joplin High Service PS Replacement	Missouri American Water Company	$6,402,100.00	12/22
Kessler Moutain Regional Park Ph 2	City of Fayetteville, AR	$6,387,494.47	4/22
Madison County Boost			

Please see attached

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL **Projects Completed** within last **5 years**)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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Schedule B

PROJECT NAME	PROJECT DESCRIPTION	CITY	STATE	$ 2,176,168,167.32 ORIGINAL CONTRACT	COMPLETION DATE	OWNER	OWNER ADDRESS	OWNER PHONE
Illinois Chapel Bridge Repair	Demo and Replacement of a Precast Bridge	Prairie Grove	AR	$ 575,958.00	18-Feb	City of Prairie Grove	206 E. Cleveland Prairie Grove, AR 72753	
Murphy Park Water & Sewer Relocations	755 LF of 12" gravity sewer main, sanitary sewer manholes, 740 LF of 12" water main, 280 LF of 6" water main, 255 LF of 20" steel encasement abandon 300 LF of 12" water main and 620 LF of 10" gravity sewer main.	Springdale	AR	$ 339,325.00	18-Mar	Springdale Water Utilities	526 Oak Street Springdale, AR 72764	479-751-5751
Hwy 265 Corridor Waterline Improvements	Install pre-cast concrete panels to cap approximately 380 LF of 24" & 30" water transmission main under future road alignment. Extend existing 8" water main by 1,420 LF.	Rogers	AR	$ 316,861.00	18-Apr	Rogers Water Utilities	601 S 2nd St, PO BOX 338 Rogers, AR 72757	479-936-5426
Union County WTP Expansion	Construction of structural concrete basins to strict ACTIFLO tolerances with associated CMU and roof (building dimensions of 42'Wx72'Lx36'H) Work includes associatedpiping up to 48" diameter, a structural concrete splitter box, and connections to existing active water clarification facility including excavation, dewatering, and backfill. Also included is the installaion of equipment, controls, electrical, grading, handrails, and appurtenances to supply a completely function and integrated ACTIFLO expanion to the existing water clarification facility	El Dorado	AR	$ 2,989,375.00	18-Oct	Union County Water Conservation Board	441 West Cedar El Dorado, AR 71730	870-862-1244
Snavely Road Bridge Approach Repairs	This project includes, but is not limited to, construction of concrete wingwalls, concrete pavement, and grouted rip rap to repair an existing section of roadway prone to flooding	Bentonville	AR	$ 715,442.07	20-Jan	Benton County	1205 SW 14th St Bentonville, AR 72712	
Hickory Creek Str. & Appro (Cow Face Road)	This project consists of, but is not limited to, the demo of the existing bridge structure, installation of a new prefabricated metal bridge, MSE retaining walls, and associated roadway construction	Bentonville	AR	$ 934,186.20	20-Jan	Benton County	1206 SW 14th St Bentonville, AR 72712	
Bentonville WWTP Rotor Replacement	Replacement of 18 oxidation aerators in two oxidation ditches	Bentonville	AR	$ 100,989.96	18-Nov	City of Bentonville	117 W Central Ave Bentonville, AR 72712	479-271-8720
NACA Emergency Sewer Line Repair #5	500 LF of sewer line repair for NWA Conservation Authority	Bentonville	AR		19-Nov	Northwest Arkansas Conservation Authority	11579 Snavely Rd Bentonville, AR 72712	
Allen Road Equalization Basin	Construction of a 1,000,000 gallon EQ basin, associated 24" & 12" piping, aeration equipment, electrical & sitework	Centerton	AR	$ 2,278,784.00	20-Jul	City of Centerton	250 N. Main St Centerton, AR 72719	
Cedar Meadow Restoration	Replace native material with select fill, install & establish sod and grade area per plans	Bentonville	AR	$ 244,548.00	20-Feb	NWA Trailblazers	900 SE 5th ST #22 Bentonville, AR 72701	
Riverton Power Plant Fireline Upgrades	1500 LF of 10" HDPE for a new fireline loop. 4 new fire hydrants and 5 new isolating valves	Riverton	KS	$ 198,905.19	19-Oct	Liberty Utilities	7420 Rt 66 Riverton, KS 66770	
City of Olathe Maintenance FYE 2020	Various maintenance work for the City of Olathe at their WTP & WWTP and Pump Stations	Olathe	KS	$ 55,785.00	20-Jul	City of Olathe	1385 S. Robinson Dr Olathe, KS 66061	
Middle Basin WWTP Fog Pipe Modifications	Reroute FOG piping and add control valves. Replace 3 sludge fed valves. Add digester gas bypass around the foam separator. Add flow meter to sludge overflow line	Overland Park	KS	$ 205,637.00	20-Jul	Johnson County Wastewater	4800 Nall Ave Shawnee Mission, KS 66202	913-715-0525
Nall Avenue Pumping Station and Reservior Phase II	The project involves installation of one 12 MGD, 800 Hp, horizontal centrifugal pump within the existing Nall Ave Pumping Station and associated suction and discharge piping & valves. Major electrical additions include the installation of one medium	Lenexa	KS	$ 8,996,881.00	21-Mar	WaterOne of Johnson County	7801 Holliday Dr Kansas City, KS 66106	
Baxter Springs Filter Piping Replacement	Filter Piping, valve & instrumentation replacement	Baxter Springs	KS	$ 147,183.00	20-Apr	City of Baxter Springs	Baxter Springs, KS	
ODOT 76th St N	Grade, Drain, Surface, and Bridge 76th St Owasso Hwy 169 to 129th E. Ave	Owasso	OK	$ 8,445,000.00	21-Mar	Oklahoma Department of Transportation	200 NE 21st ST Oklahoma City, OK 73105	
1st Street Water Sewer Improvements	The project consists of about 1,100 LF of 8" water main replacement, new curb & sidewalk and 150 LF of sewer main extension	Rogers	AR	$ 1,361,627.60	20-Aug	Nabholz Construction Company	3301 N. 2nd ST Rogers, AR 72756	
Dawn Hill East Road Bridge Imps	Project includes, approximately 460 LF of 2 lane roadway imps of Dawn Hill East Road, including curb & gutter, sidewalk, and the replacement of the bridge over Flint Creek	Gentry	AR	$ 1,294,475.00	20-Aug	City of Gentry	101 W. Main St Gentry, AR 72734	
Benton Washington High Service Pump Station	High Service Pump Station installation and piping/valve modifications	Rogers	AR	$ 1,098,749.00	21-Jan	Benton Washington Regional Public Water Authority	15631 Woods Lodge Rd Rogers, AR 72756	
Founders Plaza Utilities	Site prep with 1,100 LF of waterline & 550 LF of sewerline with an 80 LF bore for a 5 story building and parking garage for Crossland Construction.	Rogers	AR	$ 357,812.00	20-Jun	Crossland Construction Company	1800 S 52nd St Rogers, AR 72758	
Street Improvement at Shaw Park	The project consists of, improvements and reconstruction of existing roads associated with the construction of Shaw Family Park. The scope of work includes earthwork, storm drainage, utilities, concrete flatwork and asphalt paving	Springdale	AR	$ 3,125,223.00	20-Dec	Milestone Construction Company	1519 S 40th St Springdale, AR 72762	
Centennial Park Improvements	The project is the construction of around 1/2 mile of new roadway, parking lot consiruction and various site improvement for a new bicycle park	Fayetteville	AR	$ 3,144,343.00	21-Mar	City of Fayetteville	125 W. Mountain St Fayetteville, AR 72701	
Peloton Utilities	This is a 330 LF sanitary sewer line relocation and storm drain wet well relocation and tie-in	Bentonville	AR	$ 231,903.00	20-Oct	Crossland Construction Company	1800 S 52nd St Rogers, AR 72758	
Trails on Shiloh	Trail	Fayetteville	AR	$ 300,000.00	20-Nov	Bio-Tech Pharmacal	3481 AR-112 Fayetteville, AR 72704	
Replacement of Town Vu Bridge	Construction of a trip 12'x8' precise concrete box culvert, 70' in length with a 5 degree left forward skew and reconstruction to approximately 344 LF of 30' asphalt road with curb, gutter and storm drain	Bentonville	AR	$ 811,198.00	20-Dec	City of Bentonville	117 W Central Ave Bentonville, AR 72712	
S. Arkansas Street Gateway- Oak Street to Chestnut Street	Reconstruction of 2,400 LF of S. Ark Street from Chestnut to Pine. Work includes multi-use trail, 3,460 LF of cross street work, 4,950 LF of waterline, 3,405 LF of sanitary sewer, and incorporated storm drainage system	Rogers	AR	$ 9,649,998.00	22-Jan	Nabholz Construction Company	Conway, AR 72033	
9TH, 10TH & Persimmon Streets Water Line Replacement	5,100 LF of 8" Waterline and 200 LF of 8" Sanitary Sewer Replacement	Rogers	AR	$ 778,727.00	21-Mar	Rogers Water Utilities	602 S. 2nd ST Rogers, AR 72756	
Zion Road Watering Relocation	Relocation of approximately 3,240 LF of 12" ductile iron water line and related appurtenances. The work is being completed for a quarry expansion project	Springdale	AR	$ 307,052.00	21-Mar	APAC- Central	755 Millsap Rd Fayetteville, AR 72703	
Benson Mountain Pressure Plane Imps		Fayetteville	AR	$ 379,870.00	21-Jan	City of Fayetteville	2435 Industrial Dr Fayetteville, AR 72701	
Osage Creek Str & Appro No. 2	Project consists of replacement of existing bridge structure on Old Hwy 68 in Siloam Springs, AR. The new structure will include a prestressed concrete girder unit bridge at a length of 502.21 and associated roadway construction	Siloam Springs	AR	$ 2,333,296.00	21-Sep	Arkansas Department of Transportation	10324 I-30 Little Rock, AR 72209	
	The purpose of this project is to replace one structure on Hwy 268 in Marion Co, AR. This project consists of clearing & grubbing, removal & disposal of items, earthwork, aggregate base course, ACHM binder & surface courses, cold milling							

Schedule B

090434 Wolf Creek Strs. & Appro.	Replace one bridge w a reinforced concrete box culvert on hwy 17 in Monroe Co. The project consists of clearing & grubbing, removal of guardrail, earthwork, agg base cource, ACHM binder & surface course, cold milling asphalt pavement, ACHM patching of existing roadway, MOT, erosion control items, construction one double RC box culvert total length 23.75', pavement marking and misc items	Decatur	AR	$ 2,785,230.00	22-Jan	Arkansas Department of Transportation	10324 I-30 Little Rock, AR 72209	
Kathleen Johnson Memorial Park	Expansive park addition to the Lowell area to commemorate two local outstanding citizens. The project consists of a new open-air event venue, a new bathroom facility, a parking area & concrete trail connecting the popular trail network to the park itself	Lowell	AR	$ 2,389,144.00	21-Aug	City of Lowell	216 N. Lincoln St- Lowell, AR 72745	
Walmart 30043-503 Phase 3 Sanitary Sewer	3453 LF of 18" forcemain, 74 LF of 30" boring casing, lift station and valve vault	Bentonville	AR	$ 2,906,738.00	21-Apr	Nabholz Construction Company	3301 N. 2nd ST Rogers, AR 72756	
Rupple Road Regional Lift Station	Construction of a concrete wet well structure. The structure is 22' tall with an inside diameter of 20'. Construction of a small valve vault, electrical building pad and other small pads.	Springdale	AR	$ 315,734.00	20-Dec	JL Bryson, Inc.	20121 E. Hwy 412, Springdale, AR 72764	
Sain Street Extension	Project consists of approximately 1950 LF of roadway construction, along with 320 LF of new bridge over Mud Creek & associated structures, earthwork, curb & gutter, sidewalk	Fayetteville	AR	$ 4,380,860.00	21-Oct	City of Fayetteville	113 W. Mountain St. Fayetteville, AR 72701	
Noland Slide Gate Replacement	Replacement of 2 existing slide gates. Cut access holes in the top of an existing basin to access the existing gates & then new support walls are to be poured to support the slab	Fayetteville	AR	$ 212,751.00	21-Mar	City of Fayetteville	113 W. Mountain St. Fayetteville, AR 72701	
Madison County Booster Pump Station Rehab	Rehab of various pump stations in the Huntsville area. Piping upgrades, SCADA & pump Replacements	Huntsville	AR	$ 668,940.00	22-Feb	Madison County Water Facilities	27271 AR-23- Huntsville,AR 72740	
Kessler Mountain Regional Park Ph 2	Construction of four new lighted baseball fields with a central building facility for concessions & restrooms, storage building, bleachers w/ overhead canopy, batting cages, parking lot w/ landscaping & lighting, irrigation, water & sewer lines	Fayetteville	AR	$ 6,387,494.00	22-Apr	City of Fayetteville	113 W. Mountain St. Fayetteville, AR 72701	
JB Hunt Extension	The project consists of the extension of S. JB Hunt Drive for approx 900' from the current end of S. JB Hunt Dr East of 46th St to west of Blossom Way Creek. Consists of asphalt pavement rd section, curb & gutter & storm drainage systems.	Rogers	AR	$ 552,208.00	21-Apr	City of Rogers	301 W. Chestnut Rogers, AR 72756	
Apple Blossom Utilities- Phase 1	Site Utilities consisting of 8" & 6" Ductile iron Water Lines, 6" & 8" Sanitary Sewer Lines, connecting to & casting of new SS manholes. Install Fire Hydrant Assemblies & boring & Casting beneath apple blossom rd	Rogers	AR	$ 228,884.00	21-Jul	Rogers Warehouse, LLC	Columbus, KS	
Zion Road Relocation- Sharps Expansion	Bring the S. Expansion for Sharps quarry to subgrade by means of excavation & embankment. Build storm drainage structures including a single barrel 12'x10' box culvert. Construct a CIP retaining wall. Additional site work & drainage, grading work	Springdale	AR	$ 422,440.00	21-Jul	APAC- Central	755 Millsap Rd Fayetteville, AR 72703	
Park Street Intersection Improvements	Reconstruction of intersection of Park-Caudle-Powell & Park-Emma--Berry near downtown Springdale, AR. Contract items include concrete sidewalk, asphalt pavement, waterline relocation, curb & gutter, street lighting, drainage inlets, site furnishings & other misc items.	Springdale	AR	$ 2,804,582.00	22-Apr	City of Springdale, AR	269 E. Randall Wobbe Lane, Springdale, AR 72764	
Gregg Ave & Fulbright Expressway Relief Gravity Sewer	Construction of Gregg Ave & Fulbright Expressway relief gravity sewer improvements including approx 900 lf of 18" gravity sewer and 7 manholes	Fayetteville	AR	$ 996,817.00	21-Nov	City of Fayetteville	113 W. Mountain St. Fayetteville, AR 72701	
Thrive Apartments Site Development	Demo & removal of existing concrete paving, installation of site utilities including water, sewer, fire protection underground & stormwater. Construction of future building pads & site grading per plans.	Rogers	AR	$ 323,465.00	21-Aug	ERC Construction Group, LLC	5102 S. Pinnacle Hills Pkwy, Rogers, AR 72758	
Park Branch Road	Site clearing & grubbing, cast in place concrete foundations for precast bridge sections provided by owner. Removal of approximately 600 cy of creek gravel & sediment	Washington Co	AR	$ 385,906.00	21-Oct	Washington County	280 N. College Ave #530- Fayetteville, AR 72701	
NEO SP Utility Corridor	Time & Equipment for Nabholz Const to lay waterline & non-potable waterline	Bentonville	AR	$ 115,064.00	21-Aug	Nabholz Construction Company	3301 N. 2nd ST Rogers, AR 72756	
64TH St imps & Extension Ph 1	Concrete curb & gutter, concrete sidewalk & concrete trail	Springdale	AR	$ 367,465.00	21-Nov	APAC- Central	755 Millsap Rd Fayetteville, AR 72703	
WMHO MLK Storm Sewer Ph 1	2,200 LF of storm sewer ranging from 18" RCP to 10'x6' RCBC. Includes 16 cast in place structures & a headwall	Bentonville	AR	$ 2,382,334.00	22-Feb	Nabholz Construction Company	3301 N. 2nd ST Rogers, AR 72756	
Wagon Wheel Mixed Use- Utilities	Installation of 6" & 8" ductile iron water lines & associated fire hyorant assemblies. Tie new sanitary sewer force main line from existing manhole back to private lift station. Install 1,000 gallon holding tanks.	Springdale	AR	$ 366,822.00	22-Jan	Crossland Construction Company	1800 S 52nd St Rogers, AR 72758	
Oak Street & Uptown Overpass Imps	This project consists of two Interstate 49 overpass projects. The Uptown Overpass project consists of 1,700 lf of roadway construction, a 250' bridge over I-49, water & sewer utilities, and storm drainage systems. The Oak Street overpass project consists of approx 3,100 LF of roadway const, a 230' bridge over I-49, water & Sewer utilities and storm drainage systems	Rogers	AR	$ 20,701,144.00	23-Apr	City of Rogers	301 W. Chestnut Rogers, AR 72756	
Fulbright Ramp- N. Shiloh Drive	The project includes the const of a right turn lane on N. Shiloh drive at the N. Shiloh Drive & N. Fulbright Expressway on-ramp intersection, the reconfiguration of the N. Shiloh Dr & N. Steele Blvd intersection, mill & overlay imps to N. Shiloh Dr, and traffic signal install at both intersections	Fayetteville	AR	$ 1,680,751.00	22-Aug	City of Fayetteville	113 W. Mountain St. Fayetteville, AR 72701	
N. 40th St Imps	Road, Water, Sewer and electical imps at N. 40th St in Springdale	Springdale	AR	$ 5,225,202.00	23-Jun	City of Springdale, AR	269 E. Randall Wobbe Lane, Springdale, AR 72764	
Applegate Trail Repair	Remove & replace damaged trail section. Project includes storm water upgrades & retaining wall consl	Bentonville	AR	$ 99,830.00	22-Jan	City of Bentonville	1000 SW 14th ST #2C, Bentonville, AR 72712	
Springdale Sewer Main Replacement	Sanitary Sewer main replacement	Springdale	AR	$ 416,341.00	22-Dec	Springdale Water Utilities	526 Oak Street Springdale, AR 72764	
Bentonville Bikeway Designs	Bikeway striping along NW 3rd Street and SW 8th Street	Bentonville	AR		29-May	City of Bentonville	3200 SW Municipal Dr #2c, Bentonville, AR 72712	
Prairie Grove WWTP Lift Station	The project features a new 34 feet deep pre-cast lift station, two new pre-cast manholes, 1,600 LF of new site pipe ranging in size from 2 inch -24 inch, new wastewater equipment and upgraded controls. The project is designed to upgrade the existing lift station for higher capacity and re-direct flow in preparation for future plant upgrades.	Prairie Grove	AR	$ 1,235,200.00	2-Oct	City of Prairie Grove	Prairie Grove, AR 72753	
Slaughter Pen West Parking Lot	Construction of new parking area to accommodate bikers & foot traffic utilizing the Slaughter Pen trail. Project consists of asphalt parking, site grading, water & sewer line relocations, drainage structure improvements, roadway striping & trail construction.	Bentonville	AR	$ 789,856.00	1-May	NWA Trailblazers	1000 SE 5th St, Bentonville, AR 72712	
WMHO 10th Street Pedestrian Tunnel Retainage Walls	Cast in place retaining walls on north and south ends of the east pedestrian tunnel under SE 10th Street on Walmart Home Office site.	Bentonville	AR	$ 249,413.00	20-Jun	APAC-Central, Inc.	755 Millsap Rd, Fayetteville, AR 72703	
NEO CM North Groove - North Lake WNP Pump Station	North Lake irrigation pump station complete	Bentonville	AR	$ 792,169.00	29-Dec	Nabholz Construction Corporation	1200 SE 10th St, Bentonville, AR 72712	
Via Emma Waterline Extension	8 inch waterline extension for the Via Emma project. Includes a fire hydrant and hot tap	Bentonville	AR	$ 44,463.00	17-May	Blue Crane	125 W Central Ave, Bentonville, AR 72712, USA	
Slaughter Pen East Emergency Access Trail	This project is a gravel trail for emergency vehicles to access a bicycle track - park.	Bentonville	AR	$ 432,080.00	5-Oct	Trailblazers + ETHIC	1000 SE 5th St 2c e, Bentonville, AR 72712, USA	
I-49 Industrial Park Utilities	Water, gravity sanitary sewer and force main sanitary sewer improvements	Lowell	AR	$ 2,06				

Schedule B

Lake Bella Vista Trail Repair	Stabilization of stream bank and bridge approach improvements. Repair and Realignment of existing soft surface bike trail.	Bella Vista	AR	$ 90,047.00	22-Aug	NWA Trailblazers	900 SE 5th St Suite 22, Bentonville, AR 72712, USA	
Pinnacle Hills Roundabouts and Uptown Street Improvements	This project consists of the addition of four new roundabouts to the Uptown corridor in Rogers, AR, along with miscellaneous street improvements.	Rogers	AR	$ 10,857,450.00	24-Aug	City of Rogers	301 W Chestnut St, Rogers, AR 72756, USA	
Tudor Creek Pump Station Improvements	Renovations to the Dry Weather Pump Station, Wet Weather Disinfection & Electrical building. These renovations generally include new mechanical bar screens, dry weather pump VFD's, access stair tower, piping & valve improvments	Mission	KS	$ 5,133,073.00	21-Jun	Johnson County Wastewater	11811 S. Sunset Dr Suite 2500 Olathe, KS 66061	
Riverton Power Plant Tank Foundation & Containment	Construction of the 2 Diesel Tank Foundations and Containment Structure	Riverton	KS	$ 576,200.00	20-Sep	Liberty Utilities	7420 Rt 66 Riverton, KS 66770	
JCW Electrical Systems Improvements	Electrical modifications at 3 sites including the existing New Century Air Center WWTP, DL Smith Middle Basin WWTP, and the Belinder Street PS to provide increased reliability and improve safety for specified electrical equipment; electrical supply feeder imps with Evergy while maintaining critical operations at the sites.	Overland Park	KS	$ 5,139,000.00	21-Nov	Johnson County Wastewater	4800 Nall Ave Shawnee Mission, KS 66202	
South Wellfield Public Water Supply Well No 13	Construction of PWS Well No 13 Contract 2 Wellhouse, including all structures, pumping equipment, electrical equipment, generator equipment, instrumentation, piping & all appurtenant work	Lansing	KS	$ 2,988,000.00	21-May	Leavenworth Waterworks Board	601 Cherokee St Leavenworth, KS 66048	
WaterOne Misc. Improvements Job No. AC-19040et al.		Kansas City	KS	$ 1,114,500.00	22-Jan	WaterOne of Johnson County	7601 Holiday Dr- Kansas City, KS	
WaterOne Server Room Improvements	The Work includes provision of two new uninterruptable power supply UPS units at the Wolcott Water Treatment Plant and modifications to three existing areas at the Hansen Water Treatment Plant. The areas are located within the Operations & Maintenance Building, the Facility 1 Operations Building and the Facility 2 Operations Building. The Work includes demolition of existing walls; construction of new gypsum and metal stud walls, installation of new doors and replacement of existing door hardware; modifications to existing heating and ventilating systems and installation of new equipment; modifications to the existing lighting systems; improvements to the power distribution; modifications to the UPS system; modifications to the instrumentation systems, security system enhancements; and all other work as indicated on the drawings and as specified	Kansas City	KS	$ 726,000.00	21-Jul	WaterOne of Johnson County	7601 Holiday Dr- Kansas City, KS	
Belt Press Replacement at Kill Creek WRRF	Removal of existing belt press & installation of screw press equipment used for dewatering of bio-sludge at the Kill Creek Water Resource Recovery Facility. Work includes: Removal & replacement of the existing belt press equipment from service, relocating the existing belt press to onsite storage location. Installation of new sludge dewatering screw press, start up, electrical, controls, SCADA.	Gardner	KS	$ 442,000.00	21-Jul	City of Gardner	1100 E. Santa Fe St- Gardner, KS	
Blue River WWTP Misc Imps	Misc Improvements	Mission	KS	$ 203,000.00	21-May	Board of County Commissioners Johnson CO	4800 Nall Ave Shawnee Mission, KS 66202	
Indian Creek Flume	Install & Setup of a 10MGD bypass system in order to complete the demo of existing flume structure & construct a new channel for monitoring flow. Installation of concrete castings & all things necessary electrical & mechanical work for a complete system	Olathe	KS	$ 280,000.00	21-Mar	City of Olathe	1385 S. Robinson Dr Olathe, KS 66061	
Kaw Pmt & Plant 20 WWTP Electrical Imps	Imps to Kaw Point WWTP & Plant 20 WWTP. Imps include misc sitework, interior- architectural imps, demo & installation of misc metals	Kansas City	KS	$ 351,675.00	22-Feb	Unified Government of Wyandotte County	50 Market St, Kansas City, KS 66118	
Junction City WTP Improvements Phase 2	The project consists of construction process, structural, architectural, electrical & SCADA improvements at the Citys WTP & Two Water Tower Sites.	Junction City	KS	$ 12,210,000.00	22-Dec	City of Junction City	700 N. Jefferson St #B- Junction City, KS 66441	
AID Emergency Bypass & Pipe Repair	Emergency repair of the flanged coupling adapters at AID PS	Kansas City	KS	$ 112,690.00	21-Jul	Unified Government of Wyandotte County	50 Market St, Kansas City, KS 66118	
111th St PS Rehab	Removing old equipment, install new equipment & start-up services at 111th st LS	Olathe	KS	$ 157,000.00	21-Dec	City of Olathe	1385 S Robinson Dr Olathe, KS 66061	
Critical PS Gate & Valve Replacement	Replacement of valves & gates at three critical pump stations	Kansas City	KS	$ 536,443.00	21-Dec	Unified Government of Wyandotte County	50 Market St, Kansas City, KS 66118	
Wheatfield Apartments Site Utilities	Site utilities for the Wheatfield Village Apartments	Topeka	KS	$ 171,900.00	21-Dec	29Fairlawn, LLC	3024 SW Wanamaker Rd #300, Topeka, KS 66614	
Olathe WTP 2 Filtrate Pipe Repairs	Repairs to filter effluent piping consisting of installation of a steel pipe inside of the existing piping. Repairs & cleanup upon completion	Lenexa	KS	$ 162,377.00	21-Dec	City of Olathe	27085 W 83rd St #2C, Lenexa, KS 66227	
Cedar Lake Lift Station Improvements	Replacement of the Cedar Lake LS including but not limited to partial demo of the existing lift station, complete replacement of electrical & process systems, modifications to the existing wet well, yard piping, bypass pumping as required, install of submersible pumps in the existing wet well, install of new building with valve vault & process piping w/ electrical & mechanical equip	Olathe	KS	$ 2,209,500.00	22-Jul	City of Olathe	1385 S Robinson Dr Olathe, KS 66061	
Kaw WTP Electrical & Mechanical Imps Contract 2	Modifications to the primary & secondary basins including replacement of horizontal paddle mixers in the flocculation basins, the sludge clarifier removal rakes & structural framework in the primary basins, and weirs & launders in both basins	Lawrence	KS	$ 4,457,000.00	23-Apr	City of Lawrence	Lawrence, KS	
Little Cedar Creek Stabilization	Design & construction of a precast concrete wall along the southern bank of little cedar creek, extension of an existing 48" RCP storm sewer line, construction of a low water crossing, and construction associated stabilization measures	Olathe	KS	$ 464,500.00	22-May	City of Olathe	1385 S Robinson Dr Olathe, KS 66061	
Treatment Plant 20 Hydrant Replacement	Yard Hydrant Replacement at Plant 20 WWTP	Kansas City	KS	$ 7,293.00	19-Dec	Unified Government of Wyandotte County	2443 S 86th St #2c, Kansas City, KS 66111	
Primary Influent Gate Support Repair	Primary Influent Gate Support Repair	Kansas City	KS	$ 10,000.00	20-Jan	Unified Government of Wyandotte County	50 Market St #2C, Kansas City, KS 66118	
Kaw Point Control Room Stairs Replacement	Removal and replace	Kansas City	KS	$ 83,758.00	29-Dec	Unified Government of Wyandotte County	50 Market St #2C, Kansas City, KS 66118	
2022 Wastewater Treatment Facility Improvements	Improvements to the existing wastewater treatment facility. This included improvements to the Sequencing Batch Reactor - SBR, Ultraviolet Disinfection, Blower and Grit Classifier. All associated mechanical, electrical and controls for the improvements.	Osawatomie	KS	$ 2,538,564.00	27-Dec	City of Osawatomie	439 Main St, Osawatomie, KS 66064	
Pump Station No. 66 Emergency Phase II	Emergency rehab of Pump Station No. 66	Kansas City	KS	$ 75,000.00	30-Aug	Unified Government of Wyandotte County	50 Market St #2C, Kansas City, KS 66118	
Main Lift Station & Forcemain Improvements	Abandonment of Existing Lift Station, Installation of New Lift Station, Installation of 14 inch FM Pipe, Chemical Feed System & Associated Building, East Station Pump Replacement.	Eudora	KS	$ 28,098,450.00	29-Dec	City of Eudora	107 Elm St, Eudora, KS 66025	
Olathe WTP 1 Demolition	Demo of existing WTP 1							

Schedule B

City of Lanagan Water Upgrades	Well & Water Treatment System Imps	Lanagan	MO	$ 864,470.00	21-Jan	City of Lanagan	Lanagan, MO	
CDR J Gladstone Site Utilities	CIMP Detention Infiltration Trenchs Storm Sewre Trench Drain Sanitary Sewer	Gladstone	MO	$ 276,789.00	22-Feb	AutoSmart	5610 N. Oak Trafficway #2C, Gladstone, MO 64118	
Contract 4 High Service Pump Station & Clearwell	The project consists of a package booster station with building & pumps. A 200,000 gallon bolted glass fused steel water storage tank with coating system, passive mixing system, including testing, disinfection, concrete work, piping, valves, sitework, electrical, mechanical, grading, cleanup & all appurtenant work	Lexington	MO	$ 1,304,114.00	22-Sep	City of Lexington	919 Franklin Ave #2C, Lexington, MO 64067	
New Well House #2	New Well House	Branson	MO	$ 628,500.00	22-Apr	Stone County Public Sewer District #2	118 Notch Ln, Reeds Springs, MO 65737	
Joplin High Service PS Replacement	New 6 Pump High Service PS and associated Piping. Decommissioning of existing HSPS	Joplin	MO	$ 6,402,100.00	15-Dec	Missouri American Water Company	2650 E 32nd St 2c 21, Joplin, MO 64804, USA	
COT 41st & Lewis Arterial		Tulsa	OK	$ 864,470.00	21-Feb	City of Tulsa	2317 S Jackson Ave Tulsa, OK 74107	
COT Denver Arterial 6th to 7th		Tulsa	OK	$ 4,603,000.00	20-Dec	City of Tulsa	2317 S Jackson Ave Tulsa, OK 74107	
TMUA SSWWTP Peak Flow Optimization		Tulsa	OK	$ 3,319,000.00	21-Jul	Tulsa Metropolitan Utility Authority	2317 S Jackson Ave Tulsa, OK 74107	
Hailey Creek Maint Building Addition		Tulsa	OK	$ 809,000.00	21-Jan	Regional Metropolitan Utility Authority	485 N. Poplar Ave Broken Arrow, OK 74012	
Owasso 116th St Widening		Owasso	OK	$ 5,096,000.00	21-Feb	City of Owasso	301 W. 2nd Ave Owasso, OK 74055	
Covell Rd	Roadway widening on Covell Road, from Covell Ln to Fairfax Blvd	Edmond	OK	$ 9,636,281.00	21-Jan	City of Edmond	10 S Littler Ave Edmond, OK 73034	
WPC 20-2 Hailey Creek	Misc Building imps	Tulsa	OK	$ 663,700.00	21-May	Regional Metropolitan Utility Authority	2317 S Jackson Ave Tulsa, OK 74107	
Sapulpa WWTP improvements	New Dewatering building, blower building improvements, UV improvements, misc site improvements	Sapulpa	OK	$ 3,759,464.00	21-May	Sapulpa Municipal Authority	425 E. Dewey Ave Sapulpa, OK 74066	
WPC 20-4 SSWWTP	Misc process improvements	Tulsa	OK	$ 524,000.00	21-Jun	Tulsa Metropolitan Utility Authority	5300 S. Elwood Ave Tulsa, OK 74107	
ODOT 116th St Intersection	Reconstruction of intersection at 129th E Ave and 116th St. All associated storm and waterline	Owasso	OK	$ 2,887,000.00	21-Jan	Oklahoma Department of Transportation	4002 Mingo Valley Expy Tulsa, OK 74116	
Nichols Hills Paving imps	Paving imps	Nichols Hills	OK	$ 1,602,958.00	20-Dec	City of Nichols Hills	6407 avondale Dr Nichols Hills, OK 73116	
COT NA Zone 3011	Concrete road reconstruction, storm sewer and waterline	Tulsa	OK	$ 7,603,000.00	21-Oct	City of Tulsa	2317 S Jackson Ave Tulsa, OK 74107	
Holland Hall Schools Traffic Signals	Installation of traffic signals & misc. site improvements	Tulsa	OK	$ 385,775.00	20-Aug	Holland Hall School	5666 E 81st St, Tulsa, OK 74137	
Grove Transfer Station Rehab		Grove	OK	$ 289,000.00	20-Aug	City of Grove	104 W 3rd St Grove, OK 74344	
Flow Equalization Basin & SCADA Imps	Misc Equipment replacement and major electrical & scada improvements	Tulsa	OK	$ 2,787,000.00	21-Aug	Tulsa Metropolitan Utility Authority	2317 S Jackson Ave Tulsa, OK 74107	
Arcadia Lake WTP Residuals Handling & Imps	Construction of thickened sludge pump station, gravity thickeners, mechanical dewatering building, modifications of existing paving, grading, yard piping, electrical, Ozone building, filter building, GAC contractors and Pump Station & High Lift Pump Station, & High Lift Pump Station Major equipment items includes: Belt Bulk Material Conveyors, Progressive Cavity Pumps, Inline Grinders, Chemical Feed & Metering PUmps, Polymer Blending & feed equipment, FPR aboveground storage tanks, surface mounted hyperboloid-type mixers, and bet filter press	Edmond	OK	$ 36,174,538.00	22-Aug	Edmond Public Works Authority	City First Building 24 E 1st ST Edmond, OK 73034	
COT NA 7040	Reconstruction of non-arterial road along with new storm sewer and waterline	Tulsa	OK	$ 3,418,000.00	21-Jun	City of Tulsa	2317 S Jackson Ave Tulsa, OK 74107	
HCWWTP Electrical Improvements	Electrical Imps at the HCWWTP Site and the Hailey Creek Lift Station	Broken Arrow	OK	$ 918,000.00	21-Apr	Regional Metropolitan Utility Authority	175 E 2nd St Tulsa, OK 74103	
SSWWTP Concrete Rehab Imps	Misc Concrete Rehab and new epoxy coating	Tulsa	OK	$ 377,000.00	21-Mar	Tulsa Metropolitan Utility Authority	2317 S Jackson Ave Tulsa, OK 74107	
SSWWTP Electrical Imps	Electrical Imps to the SWWTP site & the 71st Street Lift Station	Tulsa	OK	$ 917,000.00	21-Apr	Tulsa Metropolitan Utility Authority	2317 S Jackson Ave Tulsa, OK 74107	
Verdigris River WTP	Acid Tank Replacment, HSPS Surge Tank Mods, RAW Water PS HVAC replacement, Sodium Hypochlorite Generation System Supply Water Chillers	Broken Arrow	OK	$ 498,000.00	21-Jan	Broken Arrow Municipal Authority	1700 W Detroit St Broken Arrow, OK 74012	
SSWWTP Odor Control Imps	New biofilter structure, FRP odor control, demo of existing system	Tulsa	OK	$ 4,794,000.00	21-May	Tulsa Metropolitan Utility Authority	2317 S Jackson Ave Tulsa, OK 74107	
COT Mohawk Blvd	Road improvements and additional waterline, includes CIP retaining wall	Tulsa	OK	$ 1,146,000.00	21-Mar	City of Tulsa	2317 S Jackson Ave Tulsa, OK 74107	
ODOT I-244 Pedestrian & Bike Imps	Construction of soil nail walls, cast-in-place retaining walls and subgrade for trail system	Tulsa	OK	$ 5,459,000.00	21-Apr	Oklahoma Department of Transportation	4002 Mingo Valley Expy Tulsa, OK 74116	
ODOT BA Creek Trail	Construction of a new asphalt trail including storm sewer & a CIP retaining wall. New traffic lights & striping	Tulsa	OK	$ 1,040,580.00	21-May	Oklahoma Department of Transportation	4002 Mingo Valley Expy Tulsa, OK 74116	
ODOT 81st & Yale Concrete Patch	Concrete Pavement Patches with storm structure replacement & waterline	Tulsa	OK	$ 1,747,000.00	21-Jul	Oklahoma Department of Transportation	4002 Mingo Valley Expy Tulsa, OK 74116	
ODOT Memorial Concrete Patch	Concrete Patches & Concrete Grinding	Tulsa	OK	$ 2,987,000.00	21-Nov	Oklahoma Department of Transportation	4002 Mingo Valley Expy Tulsa, OK 74116	
COT WPC 20-1	Misc. Process equipment replacements as well as major electrical upgrades	Tulsa	OK	$ 1,809,000.00	22-Jan	Tulsa Metropolitan Utility Authority	5626 N. 105th E Ave Tulsa, OK 74117	
Ada Main Street Improvements	Downtown Main Street Improvements	Ada	OK	$ 7,491,319.00	22-Jun	City of Ada, OK	Ada, OK	
Owasso WWTP 6 Main Lift Station	Construction of a New Aeration Basin, Blower Building, Digester, Headworks and Main Lift Station	Owasso	OK	$ 21,187,879.00	23-Feb	Owasso Public Works Authority	200 S. Main St- Owasso, OK	
COT 71ST Memorial to Mingo	Concrete patch of Arterial Street	Tulsa	OK	$ 2,228,000.00	22-Jan	City of Tulsa	2317 S. Jackson Ave- Tulsa, OK 74107	
Kerr Dam Energy Control Center Water System Imps	Installation of a new water storage tank, packaged booster pump station & water supply piping	Grove	OK	$ 725,725.00	22-Jan	Grand River Dam Authority	Vinita, OK	
COT Citywide Lift Station Improvements	Misc lift station improvements & gravity sewer	Tulsa	OK	$ 598,796.00	22-Apr	Tulsa Metropolitan Utility Authority	2317 S. Jackson Ave- Tulsa, OK 74107	
Muskogee Creek Nation Meat Processing Facility Wastewatw Utilities	New wastewater treatment for the Muskogee Creek Nation Meat Processing Facility. To include two concrete aeration basins w/ aerators, lagoon liners, lagoon aerators, lagoon piping, two pre-cast lift stations & 1,137 LF of 4" HDPE force main	Beggs	OK	$ 1,753,350.00	21-Jul	Thompson Construction, Inc	8141 E. 74th Pl- Tulsa, OK 74133	
HCWWTP Flow EQ Basin West Repair	Rehab to FEB slope & liner	Broken Arrow	OK	$ 1,129,000.00	22-Jan	Regional Metropolitan Utility Authority	485 N. Poplar Ave Broken Arrow, OK 74012	

Schedule B

BAMA Battle Creek Irrigation PS	Construction of a new irrigation pump station & associated waterline	Broken Arrow	OK	$ 996,200.00	22-Feb	Broken Arrow Municipal Authority	485 N. Poplar Ave Broken Arrow, OK 74012	
Caney River Raw Water Intake Improvements	Replacement of submersible pumps, piping, electrical & roofing	Bartlesville	OK	$ 1,232,010.00	22-May	City of Bartlesville	401 S Johnstone Ave Bartlesville, OK 74003	
COT 2 Waterline 31st to Howard	Replacement of a 2" waterline with a new 6" DIP PVC Waterline	Tulsa	OK	$ 2,162,000.00	22-Jul	Tulsa Metropolitan Utility Authority	175 E. 2nd St #585, Tulsa, OK 74103	
COT MLK Blvd. & Reconciliation Way	Asphalt & concrete pavement rehab. Waterline & Traffic & Lighting impv.	Tulsa	OK	$ 1,592,000.00	22-Feb	City of Tulsa	2317 S. Jackson Ave- Tulsa, OK 74107	
COT Citywide ADA Transition Plan	Misc. sidewalks, driveway, and curb ramp replacement within COT. New traffic and lighting system and striping	Tulsa	OK	$ 1,247,000.00	22-May	City of Tulsa	2317 S Jackson Ave-Tulsa, OK 74107	
AB Jewell Clarifier No. 2 Improvements	Demo process equipment and Modify concrete. Install plate settlers, flocculators, baffle walls, & sludge collection equipment. Modify sludge PS process piping and pumps.	Tulsa	OK	$ 8,922,000.00	7-Jul	Tulsa Metropolitan Utility Authority	2317 S Jackson Ave-Tulsa, OK 74107	
IDP CBD 11-82K Building Storm & Private Road	Change Order Storm Sewer and addition of a PC Concrete Road for Project 21O10SD	Tulsa	OK	$ 398,980.00	9-Nov	Anadarko Dozer & Trucking	1121 S Main St Elk City, OK 73644	
Tulsa County Posey Creek Bridge	Removal and Replacement of Bridge	Tulsa	OK	$ 2,005,506.00	31-May	Tulsa County	218 W 6th St #2C; Tulsa, OK 74119	
Penn TX U-Turn 210255	Adding Texas Turn Around at Penn and Memorial	Oklahoma City	OK	$ 826,000.00	9-May	Oklahoma Department of Transportation	200 NE 21st St #2c, Oklahoma City, OK 73105	
Owasso 116th and Garnett Intersection	Full reconstruct of intersection and widening. New Stormwater, Waterline, Force Main, and Concrete Paving.	Owasso	OK	$ 4,284,000.00	30-Jun	City of Owasso	301 W 2nd Ave #2c, Owasso, OK 74055	
WRWA Landside Wayfinding	New wayfinding signage at Will Rogers World Airport, OKC	Oklahoma City	OK	$ 5,570,110.00	19-Nov	Oklahoma City Airport Trust	7100 Terminal Dr #2c, Oklahoma City, OK 73159	
Stilwell Clarifier Replacement	Clarifier Replacement	Stilwell	OK	$ 84,850.00	31-Mar	Westech Engineering, LLC	3665 S W Temple #2c, South Salt Lake, UT 84115	
IDO CBP II 140K Building Storm Sewer	30 inch and 36 inch CPP Storm with Precast Structures. 4 inch Non-Perforated Pipe	Tulsa	OK	$ 167,394.00	27-Feb	Anadarko Dozer & Trucking	1121 S Main St, Elk City, OK 73644	
WPC 22-5	Demo of Chem Feed System and Install an Odor Ctrl System at SE Basin. I&C improvements at NSWWTP.	Tulsa	OK	$ 301,000.00	13-Feb	Tulsa Metropolitan Utility Authority	175 E 2nd St #2c, Tulsa, OK 74103	
Bartlesville Effluent Pump Station	Construction of a New Below Ground Effluent Pump Station and Wet Well. Relocation of and new buried process pipe	Bartlesville	OK	$ 1,738,000.00	30-Nov	City of Bartlesville	401 S Johnstone Ave, Bartlesville, OK 74003	
LLWWTP UV Disinfection Improvements	New UV Structure with Disc Filters, UV and Associated Piping. New Flow Measuring Structure with Parshall Flume	Broken Arrow	OK	$ 5,641,000.00	3-Aug	Broken Arrow Municipal Authority	485 N Poplar Ave, Broken Arrow, OK 74012	
LLWWTP East Clarifier Rehab	Removal of Concrete Clarifier Trough and replacing with a stainless steel trough system	Broken Arrow	OK	$ 912,000.00	23-Jan	Broken Arrow Municipal Authority	486 N Poplar Ave, Broken Arrow, OK 74012	
Osage Pawhuska - Site Concrete 32A	Site Concrete Package for Osage Casino	Pawhuska	OK	$ 851,100.00	10/13/2022	Crossland Construction Company, Inc.	833 S E Ave, Columbus, KS 66725	
Warner WTP Filter Media Replacement	Replacement of Filter Media	Warner	OK	$ 46,810.00	5/30/2022	Warner Utilities Authority	211 6th St, Warner, OK 74469	
Osage Bartlesville	Construction of Pump House	Bartlesville	OK	$ 1,702,000.00	29-Dec-22	Crossland Construction Company, Inc.	833 S E Ave, Columbus, KS 66725	
Lynn Lane Blower Replacement	Replacement of two Blowers	Broken Arrow	OK	$ 259,000.00	28-Sep-22	Broken Arrow Municipal Authority	485 N Poplar Ave, Broken Arrow, OK 74012, USA	
Mohawk WTP - RAW Water Bldg Augur Removal	Removal of Augur, Install Vault with Piping, and Patch masonry and roadway	Tulsa	OK	$ 181,000.00	23-Apr	Tulsa Metropolitan Utility Authority	2317 S Jackson Ave, Tulsa, OK 74107, USA	
2 inch Waterline Replacement - NW Tulsa	Replacement of 2 inch waterline with a new 6 inch PVC - DIP waterline	Tulsa	OK	$ 1,536,000.00	29-Sep	Tulsa Metropolitan Utility Authority	2318 S Jackson Ave, Tulsa, OK 74107, USA	
AB Jewell Sodium Hydroxide Improvements	Improvements to the Sodium Hypochlorite System: Injection Vaults, Pipe Trenches, Caustic Soda Tanks, Transfer Pumps, etc.	Tulsa	OK	$ 1,763,623.00	24-Mar	Tulsa Metropolitan Utility Authority	2317 S Jackson Ave, Tulsa, OK 74107, USA	
Hefner Surge Enhancements	Demolition of existing surge vault and installation of new cast-in-place vault, 36 inch feed lines, and valves	Oklahoma City	OK	$ 2,109,965.00	25-May	City of Oklahoma City Water Utilities Trust	420 W Main St, Oklahoma City, OK 73102, USA	

Please see attached

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

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Schedule C

Category/Equip#	Description
Aggregate Processing	
CHC 26-1832	(2011) G12-3 Z SCREEN
Backhoe	
CHC 06-0078	(2015) BACKHOE, CAT 420F (5 BCKTS, FORKS)
CHC 06-0781	(2012) BACKHOE, CAT 420F IT
CHC 06-0964	(2013) BACKHOE, CAT 420F IT
CHC 06-0994	(2015) BACKHOE, CAT 420F (5 BCKTS, FORKS)
Crane	
CHC 12-0515	(2019) CRANE, LIEBHERR 330 TN CRAWLER
CHC 39-1221	(2007) CRANE, TEREX HC165
CHC 39-1336	(2009) CRANE, KOBELCO 160TN
CHC 39-1428	(2011) CRANE, TEREX HC80
Dozer	
CHC 05-0632	(2016) DOZER, CAT D5K W/GPS RIPPERS GPS
CHC 5-1266	(2011) DOZER, CAT D5K, RIPPERS
CHC 5-1373	(2003) DOZER, CAT D5N
CHC 5-1969	(2004) DOZER, CAT D3G
Excavator	
CHC 07-0020	(2013) EXCAVATOR, CAT 308E (C,TC,HT,SB)
CHC 07-0262	(2012) EXCAVATOR, CAT 308D (C,TC,SB)
CHC 07-0360	(2012) EXCAVATOR, CAT 321 DL(C,TC) AUX-20 JIC M
CHC 07-0663	(2012) EXCAVATOR, CAT 308E (C,TC,SB)
CHC 07-1048	(2012) EXCAVATOR, CAT 308E (C,TC,SB)
CHC 07-1061	(2013) EXCAVATOR, JD 245 GLC (C) NO AUX
CHC 07-1244	(2009) EXCAVATOR, CAT 308D (C,TC)
CHC 07-1266	(2012) EXCAVATOR, CAT 312 EL (C) RT
CHC 07-1267	(2011) EXCAVATOR, CAT 321 DCLR (C,TC,HT)
CHC 07-1291	(2008) EXCAVATOR, CAT 308 (C,TC)
CHC 07-1343	(2013) EXCAVATOR, CAT 328DLCR (C,TC)
CHC 07-1410	(2013) EXCAVATOR, CAT 321 (C,TC)
CHC 07-1511	(2011) EXCAVATOR, CAT 315DL (C,TC)
CHC 07-1602	(2012) EXCAVATOR, CAT 349EL (C,TC)
CHC 07-1701	(2012) EXCAVATOR, CAT 336 (C,TC) AUX -20 JIC M
CHC 13-0012	(2018) EXCAVATOR, CAT 305E (C,TC,2W,4 BUCKETS)
CHC 13-0047	(2018) EXCAVATOR, CAT 305E (C,TC,2W)
CHC 13-0058	(2012) EXCAVATOR, CAT 308E (C,TC,SB)
CHC 13-0182	(2021) EXCAVATOR, CAT 315(RT,TC,HT)AUX JIC-16 M
CHC 13-0211	(2013) EXCAVATOR, CAT 329EL (C,TC)
CHC 13-0240	(2021) EXCAVATOR, CAT 315 (RT,TC,HT)
CHC 13-0254	(2017) EXCAVATOR, CAT 316F (C,TC)
CHC 13-0306	(2020) EXCAVATOR, CAT 315F (C,TC) AUX -16 JIC
CHC 13-0425	(2017) EXCAVATOR, CAT 305E (C,TC,4W,4 BUCKETS)
CHC 13-0472	(2013) EXCAVATOR, CAT 320 EL (C,TC) -20 JIC M
CHC 13-0493	(2014) EXCAVATOR, JD 210G (C,TC)
CHC 13-0819	(2021) EXCAVATOR, CAT 325 (TC) AUX -20 JIC MALE
CHC 13-0848	(2018) EXCAVATOR, CAT 308E (C,TC,2W,SB,4 BCKTS)
CHC 13-0857	(2017) EXCAVATOR, JD 350G (C,TC) AUX -20 male
CHC 13-0902	(2012) EXCAVATOR, CAT 308E (C,TC,SB)
CHC 13-0950	(2017) EXCAVATOR, CAT 305.5E(C,TC,4W,4 BUCKETS)

Schedule C

Category/Equip#	Description
Excavator	
CHC 13-1074	(2021) EXCAVATOR, CAT 325 (TC) AUX -20 JIC MALE
CHC 7-1250	(2005) CAT 345C HT EXCAVATOR
Grader	
CHC 08-0930	(2012) GRADER, JD 770GP
Loader	
CHC 10-0220	(2015) LOADER, WHEEL JD 204K
CHC 10-0360	(2020) LOADER, WHEEL JD 204L
CHC 10-0422	(2020) LOADER, WHEEL JD 204L
CHC 10-0511	(2014) LOADER, WHEEL CAT 930K
CHC 10-0671	(2014) LOADER, WHEEL CAT 930K
CHC 10-0685	(2014) LOADER, WHEEL CAT 930K
CHC 10-0880	(2015) LOADER, WHEEL JD 544K
CHC 29-0124	(2015) LOADER, WHEEL JD 204K
CHC 29-0315	(2015) LOADER, WHEEL JD 204K
CHC 29-1211	(2004) LOADER, WHEEL KOMATSU WA250L-5
CHC 29-1297	(2007) LOADER, WHEEL KOMATSU 320-5L
CHC 29-1428	(2006) LOADER, TRACK CAT 963
Pavers	
CHC 19-0143	(2021) CURB MACHINE, GOMACO EXTREME GT-3600
CHC 28-0013	(2013) PAVER, BRIDGE ROLLER,TEREX BID-WELL 3600
CHC 28-0165	PAVER, GOMACO COMMANDER III
CHC 28-0182	(2016) PAVER, GOMACO GP2600
CHC 28-0191	TRIMMER/PLACER, GOMACO 9500
CHC 28-0272	(2016) TEXTURE CURE MACHINE, GOMACO TC600
CHC 28-0722	(2017) PAVER, TRIPLE ROLLER TUBE (14,18,24 ft)
CHC 28-1851	PAVER, CEDAR RAPIDS VR361
CHC 41-1140	ALLEN TRIPLE TUBE SCREED(14,18,28 drums)
Roller	
CHC 11-0137	(2011) ROLLER, CAT CS44 SD
CHC 11-0368	(2012) ROLLER, CAT CS44 SD
CHC 11-0502	(2013) ROLLER, CAT CS44 SD
CHC 11-1651	(2008) VOLVO SD70D 66" SOIL ROLLER
Skidsteer	
CHC 20-0059	(2018) CAT 279D SKIDSTEER, TRACKED
CHC 20-0076	(2018) CAT 289D SKIDSTEER, TRACKED
CHC 20-0198	(2016) CAT 289D SKIDSTEER, TRACKED
CHC 20-0299	(2016) CAT 289D SKIDSTEER, TRACKED
CHC 20-0300	(2016) CAT 289D SKIDSTEER, TRACKED
CHC 20-0327	(2017) CAT 289D SKIDSTEER, TRACKED
CHC 20-0454	(2016) CAT 289D SKIDSTEER, TRACKED
CHC 20-0524	(2020) CAT 289D3 SKIDSTEER, TRACKED
CHC 20-0635	(2018) CAT 249D SKID STEER, TRACKED
CHC 20-0658	(2018) CAT 249D SKID STEER, TRACKED
CHC 20-0659	(2018) CAT 249D SKID STEER, TRACKED
CHC 20-0660	(2018) CAT 249D SKID STEER, TRACKED
CHC 20-0664	(2018) CAT 249D SKID STEER, TRACKED
CHC 20-0762	(2017) CAT 289D SKIDSTEER, TRACKED
CHC 20-0857	(2018) CAT 289D SKIDSTEER, TRACKED

Schedule C

Category/Equip#	Description
Skidsteer	
CHC 20-0866	(2018) CAT 289D SKIDSTEER, TRACKED
CHC 20-1301	(2016) CAT 289D SKIDSTEER, TRACKED
CHC 20-1682	(2018) CAT 249D SKID STEER, TRACKED
CHC 29-0206	(2015) CAT 289D SKIDSTEER, TRACKED
CHC 29-0240	(2015) CAT 289D SKIDSTEER, TRACKED
CHC 29-0893	(2015) CAT 279D SKIDSTEER, TRACKED
CHC 29-1973	(2015) CAT 279D SKIDSTEER, TRACKED
Water Trucks/Trailers	
CHC 03-0794	(2006) TRUCK, WATER 2000 GAL
CHC 23-1050	(2012) WATER TRAILER, 1050 GALLON
CHC 4-9301	(2000) WATER TRAILER, LEDWELL 500 GALLON
CHC 4-9731	(1999) WATER TRAILER, LEDWELL 500 GALLON

CROSSLAND
HEAVY CONTRACTORS
501 S. East Avenue
P.O. Box 350
Columbus, KS 66725
tel 620.429.1410
fax 620.429.2977

Corporate Resolution

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 2nd day of December, 2016, the Board of Directors did, by unanimous decision, authorize Mark Sell, Chris Walters, Justin Lillie, Dan Thompson or Ivan Crossland, Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All documents signed by Mark Sell, Chris Walters, Justin Lillie, Dan Thompson or Ivan Crossland, Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their [redacted]

[redacted]
Mark Sell, President

ATTEST [redacted]
Holly Rhodes, Secretary

CROSSLAND HEAVY CONTRACTORS, INC. CORPORATE SEAL 1963 KS

State of Kansas, County of Cherokee:

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Mark Sell, President of Crossland Heavy Contractors, Inc. a corporation duly organized and existing in the State of Kansas, and he acknowledged the same on behalf of said Corporation.

In witness thereof I have set my hand and affixed my seal this 1st day of Apr. 2022.

[redacted]

My Commission Expires: 6/29/23

NOTARY PUBLIC STATE OF KANSAS | KAYLEE MANN My Appt. Exp. 6/29/23

COMPANY OFFICERS / KEY PERSONNEL

President - Mark Sell

Bachelor of Science in Construction Science, Kansas State University

- Peter Kiewit Sons, Inc. – Omaha, NE (1982 – 1993)
    - Work history included numerous road & bridge projects throughout the Midwest. River intake pump station, sheet pile river weir across the Kansas River. Subway renovation and light commuter rail projects in Chicago. Lock & Dam #16 renovation in Muscatine Iowa.
- Crossland Heavy Contractors – Columbus, KS (1993 – Present)
    - Started Crossland Heavy Contractors to pursue civil oriented projects including bridge work, water & wastewater treatment facilities, site utilities and pipe work.

Vice President – Dan Thompson

Bachelor of Science in Construction Engineering & Technology, Pittsburg State University

- Crossland Heavy Contractors – Columbus, KS (1995 – Present)
    - Started with Crossland as an Intern, promoted to field engineer, assistant superintendent, superintendent, estimator, project manager, chief estimating and division manager. Worked on a large number of heavy/civil projects including water & wastewater treatment plants, bridges, utilities, spillways and structural concrete. Promoted to Division Manager/VP in August 2015 to oversee the Kansas City/Northwest Arkansas operations.

Corporate Treasurer – Chris Walters

Bachelor of Science in Construction Management Technology, Oklahoma State University

- Crossland Heavy Contractors – Columbus, KS (2005 – Present)
    - Worked as a project engineer for one year and then promoted to project manager, managing large projects and helping estimate projects. Promoted to Division Manager in 2014 to oversee the Tulsa/Oklahoma City operations

Corporate Secretary – Holly Rhodes

Bachelor of Business Administration, Accounting, Pittsburg State University

- Crossland Heavy Contractors – Columbus, KS (2008 – Present)
    - Work experience includes all accounting aspects, accounts payable and accounts receivable

DOUG WESTERVELT

Corporate Safety Director

CONTACT

dwestervelt@crossland.com

417-437-4376

YEARS OF EXPERIENCE

22 Years

CIVIC INVOLVEMENT

American Society of Safety Engineers

Pittsburg State University Safety Committee

Center Christian Church Elder and Board Chairman

Doug Westervelt has been part of the Crossland Team for over 22 years, having served as our Corporate Safety Director for the last 19 years. As Corporate Safety Director, Doug is ultimately responsible for Crossland's adherence to all OSHA regulations, as well as for our adherence to all Department of Transportation regulations.

Doug oversees Crossland Safety company-wide. He trains and monitors all jobsite safety personnel, and visits all Crossland sites.

- Oversees adherence to OSHA regulations
- Oversees DOT operations, including training and adherence to DOT regulations.
- Implements and maintains the company's STOP Safety Program
- Implements and maintains the company's Drive to Zero Campaign
- Teaches 10 hour and 30 hour OSHA classes
- Proctors NCCER/NACB crane certification exams

CERTIFICATIONS *partial list*

- Certified Safety Professional
- NCCER Construction Site Safety Master
- AGC Safety Management Program
- U.S. Army Imagery Analyst
- U.S. Army Leadership Certified
- Liberty Mutual Decision Driving Institute
- Liberty Mutual Construction Safety Management Program
- NUCA Confined Space and Excavation Program
- FMI Safety Management
- OSHA Outreach Training Program
- NCCER Train-the-Trainer Course
- DBI SALA Fall Protection Course
- NCCER/NACB Crane Practical Examiner
- Scaffold Training Institute

License No. 0067301123 ID #8600

State of Arkansas

Commercial Contractors Licensing Board

CROSSLAND HEAVY CONTRACTORS, INC.
501 S EAST AVENUE
COLUMBUS, KS 66725

This is to Certify That CROSSLAND HEAVY CONTRACTORS, INC.

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

HEAVY CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from October 14, 2022 **until** November 30, 2023 **when this Certificate expires.**

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

[redacted]

CHAIRMAN

SECRETARY

October 14, 2022 - dsa

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #IFB 22-96 TO CROSSLAND HEAVY CONTRACTORS, INC., FOR THE TOTAL INVESSEL PROJECT, IN THE AMOUNT OF THREE MILLION TWO HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED DOLLARS ($3,298,900.00); APPROVING A BUDGET ADJUSTMENT TO APPROPRIATE SAID AMOUNT FROM ACCOUNT #401010-33110 – FEDERAL DIRECT GRANT TO ACCOUNT #401010-47410 - MACHINERY AND EQUIPMENT; AND FOR OTHER PURPOSES.

WHEREAS, Crossland Heavy Contractors, Inc. is the lowest qualified bidder for bid IFB-22-96;

WHEREAS, this contract covers the total Invessel Project for the City of Bentonville Water Resource Recovery Facility; and

WHEREAS, the total project cost will be funded by a budget adjustment utilizing ARPA Funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Crossland Heavy Contractors, Inc. for the total Invessel Project for the City of Bentonville Water Resource Recovery Facility;

Section 2: The 2023 Budget should be adjusted to appropriate three million two hundred ninety-eight thousand nine hundred dollars ($3,298,900.00) from account #401010-3310 – Federal Direct Grant to Account #401010-47410 – Machinery and Equipment;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Agenda	**Utility Board 1/17/2023/City Council 1/24/2023**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**(479) 696-0273**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to enter into an Agreement with Garver Engineering, in the amount of $75,000.00 for the Amendment to Professional Services Agreement Project No. 20W01264 (Amendment 2). The original amount of service in Amendment $194,000.00, this adjustment will bring the contract amount to $269,550.00. Utility Board approved 5-0. This requires a budget adjustment and is funded by ARPA monies.

Estimated Cost	**$75,000.00 (Full Contract total of $269,550.00)**
Is this Item Budgeted?	☐ Yes ☑ No

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

ARPA Funds

Budget Adjustment Request

Date of City Council Meeting	**1/24/2023**
Department	**Water Resource Recovery Facility**
Submitted by	**Mike Bender, Chris Earl**
Phone	**(479) 271-6873, (479) 271-3161**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Amendment to Professional Services Agreement, with Garver Engineering, Project No. 20W01264 (Amendment 2) in the amount of $75,000.00, for Construction Observation Costs. This will be paid utilizing ARPA Funds. Utility Board approved 5-0 on 1/17/2023.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
401010	**47410**	**Machinery and Equipment**		**$ 75,000.00**
		Totals	**$ -**	**$ 75,000.00**
		Net Impact on Fund Balance	**$**	**(75,000.00)**

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

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
City of Bentonville, Arkansas
Project No. 20W01294

AMENDMENT NO. 2

This Amendment No. 2, effective on the date last written below, shall amend the original contract between the **City of Bentonville, Arkansas** (**"Owner**") and Garver, LLC (**"Garver"**), dated May 20, 2021 (the "**Agreement**") and Amendment No. 1 dated February 4, 2022.

This Amendment No. 2 adds/modifies the Services for the compost facility improvements located adjacent to the Bentonville Water Resource Recovery Facility (WRRF) at 1901 NE A Street. Amendment No. 2 adds Construction Phase Services for a single construction contract.

The Agreement is hereby modified as follows:

Task 6 – Construction Services

Section 6 of the Agreement is hereby amended to follows:

Omit ~~"The scope for this task will be developed and authorized by future Amendments."~~

During the construction phase of work, Garver will accomplish the following:

A. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
B. Attend up to three progress/coordination meetings with the Owner/Contractor.
C. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the Project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
D. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
E. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has

used money previously paid to the Contractor.

F. Prepare and furnish record drawings based upon Contractor's redlines. Garver will provide the Owner one full size set of record drawings and pdf.
G. Provide part-time resident construction observation services for the 300-calendar-day construction contract performance time. The proposed fee is based on up to 100 hours of inspection during the 300-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
H. Provide up to 8 hours of survey crew time for field checking quantities, contractor's layout, etc.
I. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
J. Participate in a substantial and final Project inspection, prepare punch list, review final Project closing documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

K. Consult with and advise the Owner during the construction period.
L. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Contractor.
M. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.

The proposed fee for Construction Phase Services is based on a 300-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

Task 9 – Extra Work

Section 9 of the Agreement is hereby amended to follows:

Omit ~~(i) Construction Services of any kind.~~

Exhibit B
Compensation Schedule

Exhibit B of the Amendment No. 1 is hereby amended to add the fee for Task 6 and update the total fee as shown below.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 – Project Management and Administration	$6,100	Hourly Rate + Expenses
Task 2 – Pilot Testing	$18,450	
Subconsultant Pilot Testing Services	$5,000	Direct Cost
Task 3 – Design	$145,000	Hourly Rate + Expenses
Task 4- Permitting	$10,000	
Task 5 – Bidding	$10,000	
Task 6 – Construction Phase Services	~~Future Amendment~~ $75,000	
TOTAL FEE	~~$194,550~~ $269,550	

Replace “The total amount paid to Garver under this Agreement plus Amendment No. 1 is estimated to be $194,550” with “The total amount paid to Garver under the Agreement plus Amendment No. 1 plus Amendment No. 2 is estimated to be $269,550”.

The additional cost for Amendment No. 2 is $75,000.

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Bentonville, Arkansas

By: _____
Signature

Name: Stephanie Orman
Printed Name

Title: Mayor

Date: _____

Attest: _____

[redacted]

Name: Jerry T. Martin
Printed Name

Title: Water Team Leader

Date: 12/27/2022

Attest: [redacted]
Chris Buntin, Senior Project Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC., IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00); APPROVING A BUDGET ADJUSTMENT TO APPROPRIATE SAID AMOUNT FROM ACCOUNT #401010-33110 – FEDERAL DIRECT GRANT TO ACCOUNT #401010-47410 - MACHINERY AND EQUIPMENT; AND FOR OTHER PURPOSES.

WHEREAS, after going through the selection process, Garver, LLC has previously been selected as the professional engineering firm for the design of compost facility improvements adjacent to the Bentonville Water Resource Recovery facility;

WHEREAS, this amendment will allow additional improvements for the continuation of the IN – Vessel Project design for the Bentonville Compost Facility with regard to construction phase services; and

WHEREAS, this amendment will be funded by a budget adjustment utilizing ARPA Funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into Amendment No. 2 with Garver, LLC. for additional improvements for the In – Vessel Project;

Section 2: The 2023 Budget should be adjusted to appropriate seventy-five thousand dollars ($75,000.00) from account #401010-3310 – Federal Direct Grant to Account #401010-47410 – Machinery and Equipment;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

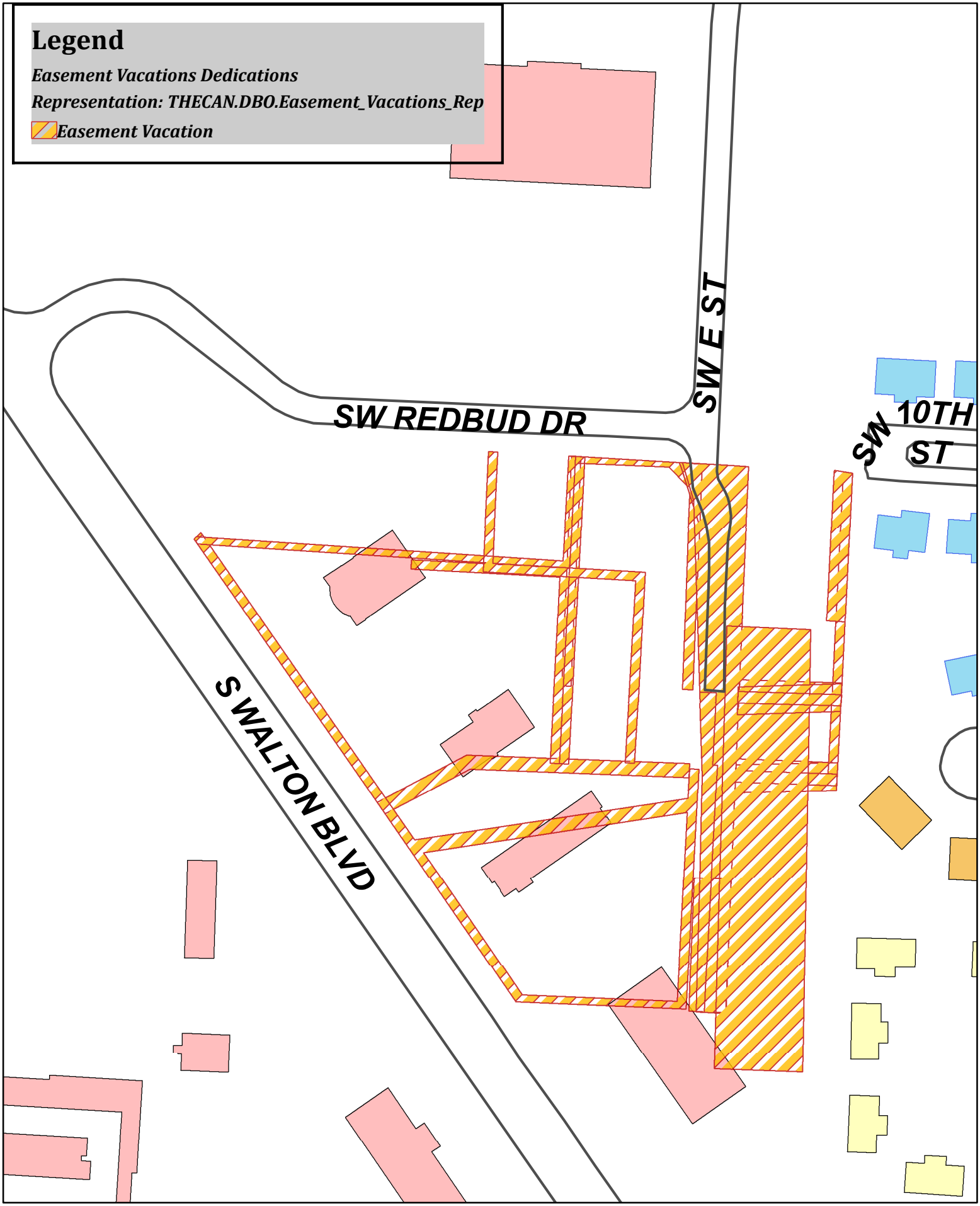
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating multiple Right of Way, Utility and Drainage Easement Vacations requested for Bentonville Plaza Addition (VAC22-0027).

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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



N
W E
S

VAC22-0027
Proposed Easement Vacations

1 inch = 130 feet

ORDINANCE NO_____

AN ORDINANCE VACATING MULTIPLE UTILITY AND DRAINAGE EASEMENTS AND RIGHT OF WAY LOCATED IN BENTONVILLE PLAZA ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0027).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by HFA Engineering asking the City Council to vacate utility easements and right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly 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, 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 utility easement.

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 utility and drainage easements as well as right of way designated 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.

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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
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From Easement Vacation Exhibit: 7.5’ UE PER 14-279
Legal Description (derived from plat):
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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.

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Legal Description:

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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.

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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 and Recorder for the City of Bentonville, Arkansas	**STEPHANIE ORMAN, Mayor City of Bentonville, Arkansas**

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

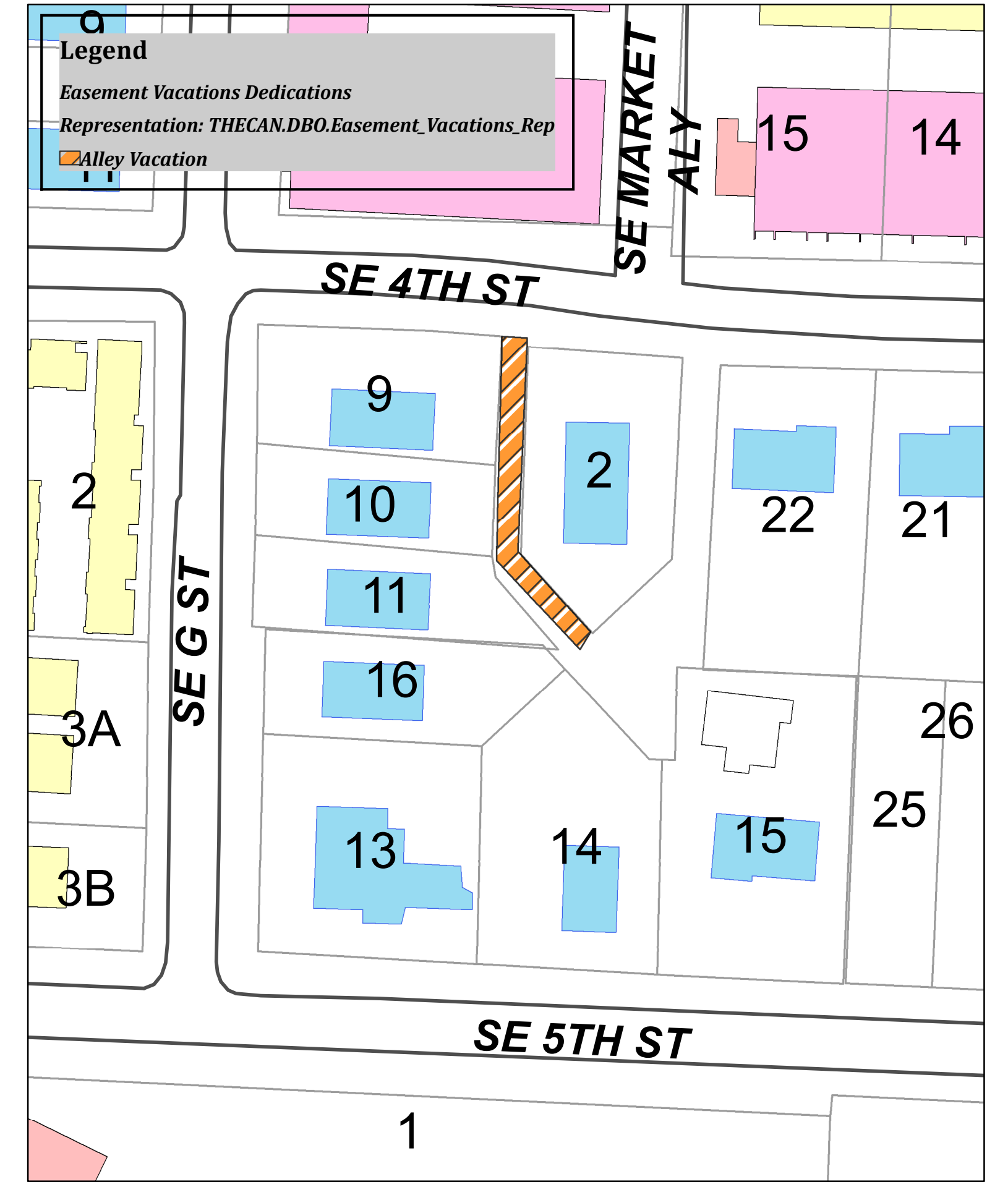
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating Alley Right of Way Vacation requested for Lot 9, Block 3 of Young's Addition (VAC22-0028).

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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



N
W E
S

VAC22-0028
Proposed Alley Vacation

1 inch = 58 feet

ORDINANCE NO_____

AN ORDINANCE VACATING ALLEY RIGHT OF WAY AT LOT 9, BLOCK 3 OF YOUNG'S ADDITION OF BENTONVILLE TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0028).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Will Kellstorm asking the City Council to vacate alley right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly 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, 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 easements 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 alley right of way easement.

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 an alley right of way designated 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.

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/Recorder
City of Bentonville, Arkansas

_____
STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award bid IFB-22-89 to Altec Industries, Inc. for purchase of a 2022 or newer 4x2 Cab and Chassis w/ Altec AT41M/P Telescopic Aerial Device. This is a budgeted item.

Estimated Cost	**$177,466.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

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

Memorandum

DATE: 01-24-2023

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Bid Award IFB-22-89 (Bucket Truck)

On December 15, 2022, the City of Bentonville received two bids for the purchase of a 2022 or newer 4x2 Cab and Chassis, Regular Cab Complete with Altec AT41M/P Telescopic Aerial Device (Bucket Truck). Altec Industries, Inc. is the low bidder with a bid amount of $177,466.00. Please see attached bid information.

The Street Department is recommending awarding bid IFB IFB-22-89 to Altec Industries, Inc. in the amount of $177,466.00. This item is within the budgeted amount, so no budget adjustment is needed.

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

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**12/15/22**	**Time of Bid Opening:**	**1:30PM**	**Solicitation ID Number:**	**IFB-22-89 (Re-Bid)**

Solicitation Title: 2022 OR NEWER 4X2 CAB AND CHASSIS, REGULAR CAB COMPLETE WITH ALTEC AT41M/P TELESCOPIC AERIAL DEVICE, OR EQUIVALENT

		Bidders:	**Altec Industries, Inc.**	**Grand Truck Equipment**
Line Item	**Quantity (Unit of Measure = EA)**	**Description**	**Unit Price**	**Unit Price**
1	1	2022 or Newer 4x2 Cab and Chassis, Regular Cab Complete with Altec AT41M/P Telescopic Aerial Device	$177,466.00	$195,284.00
		Total Bid Price	**$177,466.00**	**$195,284.00**

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

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

FOR PUBLICATION

PUBLICATION DATES: NOVEMBER 20, 2022

NOTICE TO BIDDERS

2022 OR NEWER 4X2 CAB AND CHASSIS, REGULAR CAB COMPLETE WITH ALTEC AT41M/P TELESCOPIC AERIAL DEVICE, OR EQUIVALENT

Invitation For Bid (IFB)-22-89 (Re-Bid)

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of a 2022 or Newer 4x2 Cab and Chassis, Regular Cab Complete with Altec AT41M/P Telescopic Aerial Device, or Equivalent, for the City of Bentonville Street Department.

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

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

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

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

There will be a Public Bid Opening for IFB-22-89 (Re-Bid) held at 1:30 PM CST on Thursday, December 15, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building-Purchasing Department, in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions and unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is December 9, 2022, at 4:30 PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-89 (Re-Bid)	**Date of Issuance:**	NOVEMBER 20, 2022
Description:	2022 OR NEWER 4X2 CAB AND CHASSIS, REGULAR CAB COMPLETE WITH ALTEC AT41M/P TELESCOPIC AERIAL DEVICE, OR EQUIVALENT		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Purchasing Department (Buyer):	ANDREA TREVISAN		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	NO BID BOND REQUIRED		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**DECEMBER 15, 2022 AT 1:30 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

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

Deadline for Submission of Requests for Information, Questions or Clarifications:	December 9, 2022– 4:30 PM CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Altec Industries, Inc. **Phone Number:** 919-528-2535

Business Address (Full Street/City/State/Zip): 1550 Aerial Av., Creedmoor, NC 27522

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

Name of Contact Person: Trey Goran **Email:** Trey.Goran@altec.com

Signature of Authorized Person [redacted] **Date:** 12/12/22

Printed or Typed Name: Will Bledsoe **Title:** Creedmoor Technical Sales Manager

Arkansas Contractor's License Number: — **(Not required)**

Sales or Use Tax ID Number: 63-1239383

Bid Bond Included: ___ **Yes** ✓ **No (Not required)**

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of a 2022 or Newer 4x2 Cab and Chassis, Regular Cab Complete with Altec AT41M/P Telescopic Aerial Device, or Equivalent.

2. REQUIRED RESPONSE DOCUMENTS

The following documents must be complete to provide a complete Bid response package:

- Invitation for Bid (IFB) document, all response fields complete.

3. APPENDIXES

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

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

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

2. BONDS

A. BID BOND (BID GUARANTEE)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

___Bid Bond Required _X_Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of **(NA)**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

[This space has been intentionally left blank]

B. PERFORMANCE & PAYMENT BOND

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

___Performance and Payment Bond Required _X_Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workmanship and materials) and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

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4. LAWS AND REGULATIONS

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

5. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1, 2 etc.).
All questions should reference the IFB number when submitted
Submit Via Email: purchasing@bentonvillear.com
Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712
For Phone Calls: (479) 271-3115

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

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

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

[This space has been intentionally left blank]

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

8. INDEMNIFICATION

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

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

9. DAMAGES

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

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

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

10. PAST PERFORMANCE/REFERENCES

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

11. TOBACCO PRODUCTS AND LITTERING

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

12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

13. BIDDER'S DOCUMENTS

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

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

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

[This space has been intentionally left blank]

14. INVOICING

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

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

___Invoice upon 100% completion (As approved by the City)

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

_X__Invoice upon delivery (Payment within 14 days)

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

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

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

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

15. BIDDER REQUESTED PAYMENT TERMS

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

_V_NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

_____

_____

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16. PRE-BID MEETING

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

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)

__In Person __Zoom or Other Virtual Method

__Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)

__In Person __Zoom or Other Virtual Method

_X_No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

17. TERM

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

__Contract Term (for services, construction projects etc.)

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

_X_Single Purchase (for an item(s) ordered at one time)

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

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

__Multiple Purchase/Pricing Agreement (for items ordered at various times)

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

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

[This space has been intentionally left blank]

18. SUBCONTRACTORS

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

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

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

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

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

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

19. FIELD TESTING

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

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The Scope of work for this Invitation for Bid (IFB) is for the one-time purchase and delivery of a 2022 or Newer 4x2 Cab and Chassis, Regular Cab Complete with Altec AT41M/P Telescopic Aerial Device, or Equivalent.

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

2. DELIVERY

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

Estimated Award Date (not guaranteed, subject to change): January 10, 2023

Delivery/Work-Site Address: 3200 SW Municipal Dr, Bentonville, AR 72712

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__**One-Time Order Item(s) Delivery Specified Date(s)**

City's Specification:

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

Bidder Response: __AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

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

One-Time Order: All item(s) shall be delivered within 370 day(s) from receipt of the City's Purchase Order.

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SECTION 4: BIDDER ACKNOWLEDGEMENTS

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

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	WB
Appendix A: Vendor Disclosure, Completed	WB
Appendix B: Specifications, Completed	WB
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** — **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	WB

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SECTION 5: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to deliver Unit(s) in accordance with the specifications contained herein.

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

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%. The City of Bentonville does NOT pay sales tax on vehicles registered to be driven on the road.

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

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

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates not Included in this IFB

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

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

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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

Line Item	Quantity (Unit of Measure = EA)	Description	Unit Price
1	EA	2022 or Newer 4x2 Cab and Chassis, Regular Cab Complete with Altec AT41M/P Telescopic Aerial Device Bidder: Mark here if as specified ___ Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed MY2023 Altec AT41M, Reg. Cab 4X4 Chassis	$177,466.00 Sales Tax is not included
TOTAL BID PRICE (Stated in figures)		$177,466.00	
TOTAL BID PRICE (Stated in words)		One hundred seventy seven thousand four hundred sixty six dollars and Zero cents Sales Tax is not included	

BIDDER DECLARATION

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

Company Name:_____ By (Authorized Person's Signature): [redacted]

Printed Name and Title: Will Bledsoe / Creedmor Technical Sales Manager

Date: 12/12/22

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

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

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SECTION 6: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

   Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. All signatures must be by an officer or employee having the authority to bind the company or organization by his/her signature and included with the Bid response.

   Unit price for each unit offered must be provided. The unit price will be presumed correct.

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

   The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evident on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

6. **ACCEPTANCE OF OFFER:** The submitted Bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Notice of Award, Contract or other contractual or otherwise binding document.

   Bidders accept all terms and conditions herein upon submission of their signed Bid.

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee Bid stated herein unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

    The City reserves the right to accept or reject any or all Bids or part of Bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation for any reason.

    The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

    The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified herein.

    Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

    In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsible and responsive Bidder as determined by the City through the Bid evaluation process.

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without the written approval of the Purchasing Manager and Finance Director.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these Bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL (OR EQUIVALENT, OR ALTERNATE) is added. However, if a product other than that specified is Bid, it is the Bidder's responsibility to identify such product in their Bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made. The decision to accept a proposed item is solely the City's.

14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. Any request for time extension must be in writing and approved by the City's authorized representative.

    All deliveries shall be FOB Destination to the location listed on the purchase order , contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS**: If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
    - First to Bidder offering firm prices for full contract period; and
    - Second to Bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS**: By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST**: The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES**: The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.

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

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

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.

27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

    1. Termination for Convenience
       In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

    2. Termination for Cause
       Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

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

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

37. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department at (479) 271-3115.

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

APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Altec Industries, Inc.

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

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

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

WB Initials

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APPENDIX B
SPECIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

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SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

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

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

" – inch(es) mm – millimeters

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1.	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2.	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	X	
3.	Bidder is an authorized seller of the Unit proposed in Bidder's Bid.	X	
4.	Bidder understands that Bidder's TOTAL BID PRICE is inclusive of ALL costs to the City.	X	
5.	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	X	
6.	All specified items are to be provided and installed by the Awarded Bidder.	X	
7.	2022 or Newer 4x2 Cab and Chassis, Regular Cab Complete with Altec AT41M/P Telescopic Aerial Device, As Specified		X See Exceptions Sheet
2. CAB AND CHASSIS SPECIFICATIONS			
8.	Powertrain: Engine ○ 6.7 Liter Turbo Diesel ○ Dual Alternators Transmission ○ Heavy Duty Automatic ○ Limited Slip Differential ○ PTO Provision	X	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9.	Chassis: • Rear limited slip • Gross Vehicle Weight Rating minimum 19,500 pounds • Rear wheel drive • Dual rear wheels • 225/70 R x 19.5 G ply rating • 19.5" painted Steel Wheels • Full Size Spare Wheel and Tire • Back of Cab To C/L of Rear Axle 84"		X See exceptions sheet
10.	Cab: • Color - White • Regular Cab • AM-FM Stereo with Bluetooth • Gauge package - Voltage, Engine Temperature, Oil Pressure, Transmission Temperature, Tachometer, Speedometer • Exterior Color – White • Interior – Heavy Duty Vinyl 40/20/40 split bench seat Color Grey • Vinyl floor • Minimum 6 Bodybuilder auxiliary (upfitter) switches / wiring panel • Extendable heated side mirrors • Manual tilt/telescoping steering wheel • Power windows and door locks • Rearview and Backup Camera (Rear view screen installed in best location on the dash) • Platform running boards		X See Exceptions Sheet
	3. ALTEC AT41M/P TELESCOPIC AERIAL DEVICE SPECIFICATIONS		
11.	General: • Altec Model AT41M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls • Single one man platform, 20" x 30" x 42", end mount, 180 degree rotation, platform is rated for a minimum of 400 pounds • Platform mounted single handle upper controls • Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib) • Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	X	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
	General continued: • Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm) • One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position • Polyurethane tool tray, for use with square platform • Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools. • Scuff Pad, 24" x 30", No Step • Electric Outrigger Controls for one (1) set of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified. • Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks • Temperature Sight Gauge • PTO and hydraulic pump: Cab controlled heavy duty SAE power take off and pump, electric shift, installed with indicator light in cab, for automatic transmission. Engaging power take off will raise engine to proper RPM's to ensure proper pump operation • Dash mounted PTO digital hour meter • Outriggers, Primary, Modified A-Frame With Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 114" Spread, Fixed Shoe (AT37/41 M/ME/P/PE/S/SE) • Jib stick, 36" (thirty six inches) long, non-extension, non-certified, grey in color • Winch load line swivel hook • Lower boom insulator • Engine start stop and secondary stowage system, 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary stowage and start stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.		X See exceptions sheet1

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
	General continued: • Slip ring: required for engine start stop secondary stowage system and throttle control • Unit powder painted white • Platform rest, rigid with rubber tube • Boom storage support installed at rear of cargo area as close to street side as possible	X	
12.	Electrical/Lighting: • Lights and reflectors in accordance with FMVSS #108 lighting. (Complete LED, including LED reverse lights) • Four corner strobes, amber, LED Two surface mounted lights in grille, Two round lights at rear (operated by factory installed upfitter switch) • Amber strobe light post mounted on the street side front of the body visible above the chassis cab with brush guard. (Operated by factory installed upfitter switch) • 44" Directional light bar installed in tailshelf with controller in the cab • Dual Tone Back-Up With Outrigger Motion Alarm • Standard Multi-Point Grounding System		X See exceptions sheet.
13.	Body: • Altec LGSS-132-84 (81) Low-Side General Service Body With Step, or equivalent: • Color White • Steel Body • Steel Structural Channel Crossmembers And Smooth Floor With Ladder-Style Understructure • 132" Body Length • 94" Body Width • 40" Body Compartment Height • 20" Body Compartment Depth • 24" From Body Floor To Compartment Tops • Undercoat Applied Under The Body • 5.5" Drop-In Wooden Cargo Retaining Board At Rear Of Body • 5.5" Drop-In Wooden Retaining Board At Top Of Side Access Step • Stainless Steel Rotary paddle Latches With Locks • Gas Props On All Vertical Doors • Chains On All Horizontal Doors • Standard Master Body Locking System	X	

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
	Body continued: • Hotstick Shelf Extending Full Length Of Body On Streetside • Two (2) Hotstick Brackets Installed On Streetside. • One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel • 1st Vertical (SS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers • 2nd Vertical (SS) - 24" W - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers • 1st Horizontal (SS) - 50" W - One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment • Rear Vertical (SS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1) • 1st Vertical (CS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers • 2nd Vertical (CS) - 24" W - Gripstrut Access Steps With Two (2) Sloped Grab Handles, Vented Battery Storage • 1st Horizontal (CS) - 50" W - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers And One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom Of Compartment • Rear Vertical (CS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1) • Body Floor Cut-Out For AT41M/ME/P/PE Aerial Device Near Front Of Body • Steel Tailshelf, 29" L x 94" W, With Rear Cross Storage And Drop Down Doors • ICC (Underride Protection) Bumper Installed At Rear • Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward) • Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19.5" x 19.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer • Pendulum Retainers For Outrigger Pad Holders • Slope Indicator Assembly (Pair) For Machine With Outriggers	X	

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
	4. MISCELLANEOUS SPECIFICATIONS		
14.	• Fire extinguisher with bracket shipped loose behind seat in cab • 2 - Wood downrigger pads 19" x 19" x 2.5" with rope handle • Fire extinguisher with bracket shipped loose behind seat in cab • Vehicle height placard installed in cab • 2 - Wheels chocks • Splash aprons (mud flaps) • Fall protection system to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back • Triangle/flare kit, shipped loose behind seat in cab		X See exceptions sheet
15.	Delivery: • All loading, unloading, delivery and transportation costs for delivery of the new unit shall be included in the bid price. • Deliver to the City of Bentonville Street Department located at 3200 S.W. Municipal Drive Bentonville, AR during the hours of 8:00am -3:00pm. Monday – Friday.	X	

16. WARRANTIES (REQUIRED RESPONSE)

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

Product Warranties:

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

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

Reasoning: Altec standard warranty.

Warranties Provided:
1yr parts, 1yr labor, 90 days travel

City of Bentonville Exceptions Sheet

IFB-22-89

Specification Line Number	Exception Taken
7	4X4 in lieu of 4X2 Chassis
9	4 Wheel Drive in lieu of Rear Wheel Drive Chassis/No Spare Tire Included
10	No Running boards will be provided.
11	No Polyurethane tool tray will be provided.
12	No directional light bar or grounding system will be provided.
14	Fall protection system will be a standard harness and lanyard.

December 12, 2022
Our 93rd Year

Ship To:
CITY OF BENTONVILLE
3200 SW MUNICIPAL DR
BENTONVILLE, AR 72712
US

Bill To:
CITY OF BENTONVILLE
1000 SOUTH WEST 14TH STREET
BENTONVILLE, AR 72712
United States

Attn:
Phone:
Email: webmaster@bentonville.com

Altec Quotation Number: 1307100 - 2
Account Manager: Trey Gowan
Technical Sales Rep: Jonathan Dover

Item	Description	Qty	Price
	Unit		
1.	Altec Model AT41M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features:	1	

A. Ground to Bottom of Platform Height: 40.8 feet at 7.3 feet from centerline of rotation (12.45 m at 2.21 m)
B. Working Height: 45.8 feet (13.96 m)
C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 30.1 feet (at 17.3 feet platform height)
D. Upper boom extension: 110 inches
E. Continuous rotation
F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.
G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.
H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.9 inches of isolation in the upper boom (when retracted and 42.3 inches when extended).
I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.
J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection.
Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.
Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.
Control Console: Non-tested non-metallic control console plate.
Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not

Item	Description	Qty	Price
	dielectrically tested, but they may provide some protection against electrical hazards. **K.** Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000. **L.** Dielectric rating: Category C, 46 kV and below **M.** Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection. **N.** Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device. **O.** Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Install Boom Mounted Components For Use With Manual Boom Securing System	1	
4.	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
5.	Platform Mounted Single Handle Controls	1	
6.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
7.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
9.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
10.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
12.	Jib Stick, 36" L, non-extension, non certified, grey in color	1	
13.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
14.	Outriggers, Primary, Modified A-Frame With Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 114" Spread, Fixed Shoe (AT37/41 M/ME/P/PE/S/SE)	1	
15.	Lifting Eye - lifting eye on underside of lower boom. Rated at 1,000lbs (454kg) lifting capacity.	1	
16.	Winch load line swivel hook	1	

Item	Description	Qty	Price
17.	Altec Unit Powder Painted White	1	
	Unit & Hydraulic Acc.		
18.	Scuff Pad 24 x 30 No Step For Use With Platform Liner (U&H Acc)	1	
19.	Electric Outrigger Controls for one (1) set of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
20.	Temperature Sight Gauge (FA Supplied)	1	
21.	15 Gallon Reservoir, Triangular	1	
22.	HVI-22 Hydraulic Oil (Standard)	25	
23.	Standard Pump For PTO	1	
24.	Electric Shifted PTO	1	
25.	Standard Altec PTO/Transmission Functionality for Non-Allison Automatic Transmissions: -PTO will engage when transmission is in park and the Parking Brake is engaged. -If transmission is in gear, and PTO switch is activated, PTO will not engage. Transmission will remain in gear. -Once the transmission is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	
26.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
	Body		
27.	Altec LGSS-132-84 (81) low-side general service body with step:	1	

- **A.** Steel body
- **B.** Steel structural channel crossmembers and smooth floor with ladder-style understructure
- **C.** 132 in body length
- **D.** 94 in body width
- **E.** 40 in body compartment height
- **F.** 20 in body compartment depth
- **G.** 24 in from body floor to compartment tops
- **H.** Finish paint entire body Altec white
- **I.** Undercoat applied under the body
- **J.** 5.5 in drop-in wooden cargo retaining board at rear of body
- **K.** 5.5 in drop-in wooden retaining board at top of side access step
- **L.** Stainless steel rotary paddle latches with locks
- **M.** Gas props on all vertical doors
- **N.** Chains on all horizontal doors
- **O.** Standard master body locking system
- **P.** Hotstick shelf extending full length of body on streetside
- **Q.** Two (2) hotstick brackets Installed on streetside

Item	Description	Qty	Price
R.	Standard drop-down hotstick door for one (1) shelf on streetside, stainless steel slam paddle latch with keyed lock		
S.	One chock holder on each side of body with retaining lip In fender panel		
T.	Adhesive strip lighting (LED) around top and sides of compartment door facings		
U.	1st vertical (SS) - 34 in w - One (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4 in centers		
V.	2nd vertical (SS) - 24 in w - Two (2) adjustable shelves with removable dividers on 4 in centers		
W.	1st horizontal (SS) - 50 in w - One (1) fixed shelf with removable dividers on 4 in centers on bottom of compartment		
X.	Rear vertical (SS) - 24 in w - Six (6) locking swivel hooks on an adjustable rail (1-4-1)		
Y.	1st vertical (CS) - 34 in w - One (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4 in centers		
Z.	2nd vertical (CS) - 24 in w - Gripstrut access steps with two (2) sloped grab handles, vented battery storage		
AA.	1st horizontal (CS) - 50 in w - One (1) adjustable shelf with removable dividers on 4 in centers and one (1) fixed shelf with removable dividers on 4 in centers on bottom of compartment		
AB.	Rear vertical (CS) - 24 in w - Six (6) locking swivel hooks on an adjustable rail (1-4-1)		
AC.	Body floor cut-out for AT41M/ME/P/PE aerial device near front of body		
AD.	Steel tailshelf, 29 in l x 94 in w, with rear cross storage and drop down doors		
	Body and Chassis Accessories		
28.	Set of Safety Chain Eye Bolts	1	
29.	Combination 2 Ball (10 000 LB MGTW) and Pintle Hitch (16 000 LB MGTW), Safety Chain Eye Bolts	1	
30.	ICC (Underride Protection) Bumper, Installed at Rear	1	
31.	Driveaway Safety Kit	1	
32.	Install Counterweight as Needed	1	
33.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
34.	Boom Rest for a Telescopic Unit (Located in Cargo Area), Manual Boom Latch	1	
35.	Manual Boom Stow Securing System Installed on Boom Rest	1	
36.	Platform Rest, Rigid with Rubber Tube	1	
37.	Wood Outrigger Pad 19 x 19 x 2.5 with Rope Handle	2	
38.	Outrigger Pad Holder, 20 L x 20 W x 5 H Fits 19.5 x 19.5 x 4 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel	2	
39.	Pendulum Retainers For Outrigger Pad Holders	2	
40.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	1	

Item	Description	Qty	Price
41.	Mud Flaps with Altec Logo (Pair)	1	
42.	Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge)	1	
43.	Slope Indicator Assembly for Machine with Outrigger	1	
44.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
	Electrical Accessories		
45.	Compartment Lights Wired To Dash Mounted Master Switch	1	
46.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
47.	Strobe Beacon Amber LED with Brush Guard (Standard) (Tecniq #K10-AAAD-1) Class II (Permit May Be Required) (Altec/Stock Preferred) Details: -Post mounted on front of body SS and CS.	2	
48.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear, Class II (Permit May Be Required)	1	
49.	Strobe Lights Wired Battery Hot	1	
50.	Auxiliary Lighting Wired Ignition Hot	1	
51.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1	
52.	PTO Hour Meter, Digital, With 10 000 Hour Display	1	
53.	Trailer Receptacle, 6-Way (Pin Type) Installed At Rear	1	
54.	Upfitter Switches, Ford (Supplied with Chassis)	1	
55.	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1	
56.	Install Chassis (OEM) Supplied Backup Camera In Final Assembly	1	
57.	Install Secondary Stowage and Remote Start/Stop System in Final Assembly	1	
58.	Install Outrigger Interlock System In Final Assembly	1	
59.	Heavy Duty Secondary Stowage Pump (Supplied By Final Assembly)	1	
60.	PTO Indicator Light, Installed In Cab	1	
	Finishing Details		
61.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	

Item	Description	Qty	Price
62.	Powder Coat Unit Altec White	1	
63.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
64.	Safety and Instructional Decals English	1	
65.	Vehicle Height Placard Installed In Cab DEPS 002	1	
66.	HVI-22 Hydraulic Oil Placard	1	
67.	Dielectric Test Unit According to ANSI Requirements	1	
68.	Stability Test Unit According to ANSI Requirements	1	
69.	Focus Factory Build	1	
70.	Delivery Of Completed Unit	1	
71.	Inbound Freight	1	
72.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
73.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
	Chassis		
74.	Altec Supplied Chassis	1	
75.	Chassis	1	
76.	2023 Model Year	1	
77.	Ford F550	1	
78.	Dual Rear Wheel	1	
79.	4x4	1	
80.	Chassis Cab	1	
81.	Regular Cab	1	
82.	Chassis Color - White	1	
83.	Collision Mitigation System	1	
	Details: -Ford Co-Pilot360		
84.	AM/FM Radio	1	
85.	Bluetooth	1	

Item	Description	Qty	Price
86.	Ford SYNC	1	
87.	Block Heater	1	
88.	Limited Slip Rear Axle	1	
89.	Side Mirrors, Power Adjusting, Manual Folding, Manual Telescoping with Heated Glass	1	
90.	Skid Plate	1	
91.	Snow Plow Package	1	
92.	Trailer Brake Controller (Factory Installed)	1	
93.	110VAC Outlet, OEM Supplied	1	
94.	Air Conditioning	1	
95.	Backup Camera, OEM Supplied	1	
96.	Cruise Control	1	
97.	Keyless Entry	1	
98.	Power Door Locks	1	
99.	Power Windows	1	
100.	Tilt Steering Wheel	1	
101.	84 Clear CA (Round To Next Whole Number)	1	
102.	GVWR 19,500 LBS	1	
103.	7,500 LBS Front GAWR	1	
104.	14,706 LBS Rear GAWR	1	
105.	Spring Suspension	1	
106.	Ford 6.7L Power Stroke Diesel	1	
107.	Diesel	1	
108.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1	
109.	Ford 40 Gallon Fuel Tank (Rear)	1	
110.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1	
111.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
112.	Clean Idle Certification	1	
113.	CARB Compliant	1	

Item	Description	Qty	Price
114.	No Idle Engine Shut-Down Required	1	
115.	225/70R19.5 Front Tire (Traction)	1	
116.	225/70R19.5 Rear Tire (Traction)	1	
117.	Hydraulic Brakes	1	
118.	Park Brake In Rear Wheels	1	
119.	98R - Operator Commanded Regeneration (OCR)	1	
120.	Vinyl Split Bench Seat	1	

Additional Pricing

121.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total	**177,466.00**
FET Total	**0.00**
Total	**177,466.00**

Altec Industries, Inc.

BY

Jonathan Dover

Notes:

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)

Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

3 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

6 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 F.O.B. - Customer Site

9 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's

right to collect and use such data.

10 Interest charge of 1/2% per month to be added for late payment.

11 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

13 Any payment made by a credit card may be subject to a surcharge fee.

14 Estimated Delivery: 32-35 months after receipt of order PROVIDING:
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

16 This quotation is valid until JAN 19,2023. After this date, please contact Altec Industries, Inc. for a possible extension.

17 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

18 Please direct all questions to Trey Gowan at (919) 528-2535

FOR NEW EQUIPMENT SALES, CALL

800.958.2555

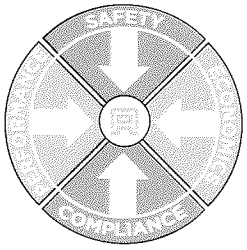
TO SPEAK WITH AN ALTEC REPRESENTATIVE

or visit us online at altec.com

Altec®

TELESCOPIC ARTICULATING
AERIAL DEVICE

FLEET SERVICES



EQUIPMENT EXTENDED WARRANTY

Protect your investment and reduce unexpected expenses with Altec's customizable Extended Warranty coverage. Available on both new and used equipment for up to 8 years from the in-service date on most models, an Extended Warranty is an extension of Altec's Limited Warranty. Our Extended Warranty plan protects you from the repair costs associated with defects in materials and workmanship after the standard warranty expires.

ALTEC EXTENDED WARRANTY
MATERIALS AND EXPENSES

The Materials coverage option is our most basic Extended Warranty package and includes any parts needed to complete the repair of a covered Altec component. These parts can be shipped directly to the customer or installed by an Altec service technician. If applicable, the customer would only be responsible for labor and travel.

ALTEC EXTENDED WARRANTY
LABOR, MATERIALS AND EXPENSES

For many businesses, simplicity is key when dealing with maintenance and repairs. With this warranty package, Altec assumes the responsibility of parts and labor, allowing you to focus on what matters most, reducing downtime and getting back to work. With the use of our OEM national service network and genuine OEM parts, our Extended Warranty plans help you level costs and minimize risks.

ALTEC EXTENDED WARRANTY
TRAVEL, LABOR, MATERIALS AND EXPENSES

The Materials, Labor & Travel option is our most extensive Extended Warranty package. This plan provides for covered components, labor, and any necessary travel for our mobile service technicians to perform the repair at your location. When it comes to unforeseen costs, this package is ideal for those who want to have all their bases covered.

ADVANTAGES OF GETTING AN ALTEC EXTENDED WARRANTY

- Coverage is 100% backed by the original equipment manufacturer
- Peace of mind that your investment will be protected beyond the time-frame of Altec's Limited Warranty
- Protection against repair costs of premature component failures
- Coverage is available throughout Altec's nationwide footprint. Take your unit to any Altec Service Center or have an Altec Mobile Service Technician dispatched to your location
- Coverage for all models of Altec manufactured equipment
- Different levels of coverage available including materials, labor and travel based on your needs
- No deductibles, tapering coverage or hidden costs

ITEMS COVERED BY ALTEC WARRANTY INCLUDE

Hydraulic Coverage – PTO, Hydraulic Pump, Outrigger Valves, Plumbing and Cylinders

Hydraulic Components Related to Boom Functions – Unit Control Valves, Hoses and Fittings, Hydraulic Cylinders, Altec Branded Components and Hydraulic Tool Valves

Electrical Coverage – Altec Power Distribution Modules, Altec Branded Back-Up Cameras, Switches, Relays, Battery Separators, Driver Boards, Emergency Lowering System, Engine Start/Stop System, Outrigger Interlock System, Altec Branded/Labeled Components, Remote Control Systems (excludes batteries)

ITEMS NOT COVERED INCLUDE

- Mud Flaps
- Wheel Chocks
- Fire Extinguishers
- Tamps, Impacts, Drills, etc.
- Tool Holders, Platform Organization Items
- Inverters
- Capstans
- Lights and Bulbs
- (Non-Altec Branded) Batteries
- Back Up Cameras (Non-Altec Branded)
- Generators
- Chassis Mounted Winches
- Winch Lines

The list provided is for reference and is not all-inclusive. Please contact an Altec Fleet Services representative with specific questions.

Altec Bodies Warranty

Altec Industries, Inc. Provides the Following Warranties to the Original Purchase of an Aluminum, Fiberglass or Steel Altec Body

10-YEAR LTD

UTILITY LINE BODIES

Altec warrants the structural components of the steel, aluminum and fiberglass utility line body for **10 years** following the original purchase. This does not apply if the body has been modified or altered in any way by anyone other than an approved Altec representative. This warranty does not extend to any custom equipment or finishes, decals, damages to vehicles or labor in connection with any of the above.

6-YEAR LTD

SERVICE BODIES

Altec warrants the structural components of the steel, aluminum and fiberglass service body for **6 years** following the original purchase. This does not apply if the body has been modified or altered in any way by anyone other than an approved Altec representative. This warranty does not extend to any custom equipment or finishes, decals, damages to vehicles for labor in connection with any of the above.

6-YEAR LTD

FORESTRY BODIES

Altec warrants the structural components of the steel forestry body for **6 years** following the original purchase. This does not apply if the body has been modified or altered in any way by anyone other than an approved Altec representative. This warranty does not extend to any custom equipment or finishes, decals, damages to vehicles or labor in connection with any of the above.

APPLICABLE TO ALL ALTEC BODIES:

CORROSION

Altec warrants that its steel bodies will be free from rust-through for a period of 6 years from date of original purchase, under conditions of normal use and with regular maintenance. This warranty is void if the body has been used to transport corrosive materials.

COMPONENTS

Altec warrants that its bodies are free of defects in material and workmanship, under proper use, installation, application and maintenance, for 6 years from date of original purchase. This includes door hinges, door latches, and lock cylinders. Shelving is warranted to 250 pounds with a static load.

FACTORY- APPLIED FINISH COATING

Altec warrants against defects in material and/or workmanship of all top coat finishes applied by Altec or an authorized Altec representative for 1 year from the date of purchase. This warranty does not apply to any body purchased in prime paint. Any lettering or decals required following repair or replacement will not be covered under this warranty.

ELIGIBILITY

- Warranty period begins at the time of initial delivery.
- All products must be properly installed, maintained, and serviced during the duration of the warranty coverage.
- This warranty is not transferable beyond the original owner.

REPAIR/REPLACEMENT

- Altec's obligation under these limited warranties is limited to repair, replacement, or credit, not to exceed Altec's suggested list price, at the option of Altec.
- Altec reserves the sole right to inspect any item claimed for warranty and decide the appropriate way to handle any and all claims, including the replacement or repair of the warranted part. No repair or replacement work commenced without prior written approval of an authorized Altec representative will be covered by these limited warranties.

Updated 2/2015
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EXCLUSIONS

This warranty does not cover:

- Products which have not been operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins;
- Products which have not been mounted in accordance with Altec installation procedures;
- Products not manufactured by Altec which are supplied by Altec on special order;
- Products which are repaired without using original Altec parts;
- Transportation or delivery to an Altec service facility or the customer's location, replacement rental charges, misuse, abuse, accidents, alteration or use in any way not recommended by Altec;
- Improper mounting, overloading, and severe off-road applications that cause fatigue cracking in the body structure as a result of twisting loads induced in the body exceeding the factory allowance when used in conjunction with 1) cranes, aerial and derrick devices without subbases and two sets of outriggers or 2) other configurations/applications resulting in the same; or
- Cosmetic cracks in fiberglass body gelcoat.
- Any and all accessory items that are added to the body but not manufactured by Altec, such as inverters, compressors, liftgates, generators, corner mount cranes, etc., will be covered, if at all, by the accessory products manufacturer's warranty in effect at the time of delivery and will not be covered by any warranty extended by Altec.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-89 TO ALTEC INDUSTRIES, INC., FOR THE PURCHASE OF A 2022 OR NEWER 4X2 CAB AND CHASSIS, WITH ALTEC TELESCOPIC AERIAL DEVICE IN THE AMOUNT OF ONE HUNDRED SEVENTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS ($177,466.00); AND FOR OTHER PURPOSES.

WHEREAS, Altec Industries, Inc. is the lowest qualified bidder for bid IFB-22-89;

WHEREAS, this contract covers the purchase of a 2022 or newer 4x2 Cab and Chassis with Altec Telescopic Aerial Device for the City of Bentonville Street Department; and

WHEREAS, this will be paid with budgeted funds in the amount of one hundred seventy-seven thousand four hundred sixty-six dollars ($177,466.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Altec Industries, Inc. for the purchase of a 2022 or newer 4x2 Cab and Chassis with Altec Telescopic Aerial Device for the City of Bentonville Street Department;

Section 2: The estimated contract cost is one hundred seventy-seven thousand four hundred sixty-six dollars ($177,466.00);

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1.24.2023**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution approving a Change Order for Clinard Construction in the amount of $136,419.05 for the purchase and installation of the bathroom facility at the training tower. This is a budgeted item.

Estimated Cost	**$136,419.05**
Is this Item Budgeted?	☑ Yes ☐ No

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

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager

Date: 1.24.2023

Re: Bathroom Facility at the Training Tower

Fire Department Staff is requesting Council approve a Change Order in the amount of $136,419.05 to Clinard Construction for the purchase and installation of a bathroom facility at the Training Tower.

The bathroom facility was originally in our large-scale plans with the bond issue, but due to unforeseen rise in the cost of the tower, the bathroom facility was removed. All the site prep work has been completed for the bathroom facility from savings in the project, sales tax rebates, and contingency funds.

The bathroom facility is the same type of bathrooms that has been used in our city parks.

Thank you for your consideration.

Clinard Construction Management, Inc.
615 North Walton Blvd. Suite D
Bentonville AR 72712-4574

License # 0055950412

CHANGE ORDER

ORDER 5
ORDER DATE 01/11/2023
ORDERED BY
CUSTOMER ORDER

TO

City of Bentonville
1000 SW 14th Street
ATTN: Accounts Payable
Bentonville AR 72712

PROJECT **3156**

Bentonville FD Training Tower
2405 SW Aviation
Bentonville AR 72712

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract. Please sign & return one copy for our files.

PLANS ATTACHED ☐
SPECIFICATIONS ATTACHED ☐

Description of Work	Amount
1031.000 - Bonds & Surety This line item is for the increase in Bond Premium for the amount added to the Contract Sum.	500.18
1032.000 - Builder's Risk Insurance This line item is for the Builder's Risk Insurance Premium on the amount added to the Contract Sum for one month coverage.	35.00
1033 - Subcontractor General Liability This line item is for the Subcontractor's General Liability Premium for the CXT subcontract work added to the Contract Sum.	540.00
1042.000 - Project Manager This line item is for the additional Project Manager hourly costs for the Work of this Change Order.	750.00
1043 - Superintendent This line item is for the cost of Supervision for the prep and installation of the Restroom Building upon arrival on site expected to take one week.	2,500.00
1514.000 - Construction Toilets This line item is for renting a Construction Toilet for one month (minimum rental period) while the restroom building is being installed.	250.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved Amount of Change 136,419.05

The original Contract Sum was	4,072,066.42
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	4,072,066.42
The Contract Sum will be changed by this Change Order	136,419.05
The new Contract Sum including this Change Order will be	4,208,485.47
The Contract Time will be changed by	0 Days

Approved Date 1/11/23

Contractor _____ Owner _____

Clinard Construction Management, Inc.

Date _____

City of Bentonville

Description of Work	Amount
1710.000 - Final Cleaning This line item is for the labor costs to final clean the restroom building upon completion of installation.	350.00
13124 - Pre-fabricated Restroom Building This line item is for the cost of the pre-fabricated Kodiak model restroom building as quoted and invoiced on January 11, 202. Estimated delivery and installation date is end of April or the first of May, 2023.	130,143.19
17000 - CCMI Fee This line item is for the added 10% CM Fee for the total of the work on this Change Order as per the A133 Agreement.	1,350.68

Notes

Concrete Products

CXT Incorporated
901 N Highway 77
Hillsboro, TX76645

Down payment request

Bill - To - Party

Clinard Construction Management, Inc.
615 N Walton Blvd, Suite D
Bentonville AR 72712

invoice@lbfoster.com

Information

Invoice No	1400004579
Invoice Date	Jan 11, 2023
Customer	1005578
Customer Name	Clinard Construction Management, Inc.
Payment Due	Jan 11, 2023

Remit - To

Remitting by check:
CXT INCORPORATED
PO BOX 676208
DALLAS TX 75267-6208

Remitting by ACH or Wire Transfer:

Beneficiary:	CXT Incorporated
Beneficiary Bank:	PNC Bank, NA Pittsburgh, PA
Account:	1077766885
ABA / Routing:	043000096

Inv. Item	Sls.Ord	Item	Material / Description	Customer Reference	Down payment Amount	
001	433168	000010	KD-152 KD-152	JCHA101NP41	USD	130,143.19

RESOLUTION NO. _____

A RESOLUTION APPROVING A CHANGE ORDER TO THE AGREEMENT WITH CLINARD CONSTRUCTION PERTAINING TO THE PURCHASE AND INSTALLATION OF A BATHROOM FACILITY AT THE TRAINING TOWER IN THE AMOUNT OF ONE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED NINETEEN DOLLARS AND FIVE CENTS ($136,419.05); AND FOR OTHER PURPOSES.

WHEREAS, Clinard Construction was previously awarded the contract for construction of the training tower for the City of Bentonville, Arkansas;

WHEREAS, a change order to the contract is being requested to allow the purchase and installation of a bathroom facility; and

WHEREAS, this will be paid with budgeted funds in the amount of one hundred thirty-six thousand four hundred nineteen dollars and five cents ($136,419.05).

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

Section 1: Change Order One (1) to the contract with Clinard Construction should be and the same is hereby approved to allow installation of a bathroom facility at the training tower;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
Department	**Police Department**
Submitted by	**Ray Shastid- Chief of Police**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution for the Mayor and Police Chief to enter into a Mutual Aid Agreement for Police Services with the Northwest Arkansas Community College Department of Police & Public Safety (NWACC-DPS).This agreement shall serve as the written policy required by Arkansas Code Annotated 16-81-106, in the event one or more agencies require assistance from another agency that is a party to this agreement.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☑ No

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

MUTUAL AID AGREEMENT FOR POLICE SERVICES

1. **PREAMBLE**
   - **A.** This agreement is hereby entered into by and between the Northwest Arkansas Community College Department of Police & Public Safety (NWACC- DPS), and the Bentonville Police Department, and all other certified law enforcement officers working with or at the direction of at least one of the aforementioned agencies.
   - **B.** This agreement shall serve as the written policy required by Arkansas Code Annotated 16-81-106, in the event one or more of the above-mentioned agencies require assistance from another agency that is a party to this agreement.
   - **C.** Whereas, it is desirable that each of the parties hereto should voluntarily aid and assist each other in time of need, by the interchange of mutual aid on a local basis specifically at NWACC Benton County located at One College Dr. in Bentonville, Arkansas and the Brightwater Campus located at 801 SE 8th Street in Bentonville, Arkansas. This includes all matters involving criminal activity, violations of the law and other police responses to preserve and protect the health, safety and welfare of citizens at NWACC Benton County locations.
   - **D.** Whereas, NWACC-DPS will be the primary law enforcement agency at this location as NWACC provides safety and security for the faculty, staff, students and visitors at this location.
   - **E.** The Bentonville Police Department acknowledges and grants NWACC-DPS the authority of police response at said locations for arrest and prosecution as the situation dictates.

NOW COMES the undersigned and hereby agree that:

2. **DEFINITIONS**

A. Requesting Agency- an agency that requests the assistance of another participating within the boundaries of this agreement.

B. Assisting Agency- an agency asked to assist another participating agency within the bounds of this agreement.

C. Times of Need- situations when the requesting agency has exceeded its resources relative to the needs of the agency to adequately serve and protect the inhabitants of that jurisdiction.

3. **APPLICABLE STATE LAW**

A. Arkansas Code Annotated 16-81-106- this statute generally sets out guidelines for arrest protocol outside an officer's jurisdiction.

B. King v. State, 42 Ark. App. 97, 854 S.W. 2d 362 (1993)

- **a.** This Court of Appeals case is mandatory authority, binding on all intrastate jurisdictions with the exception of the Arkansas Supreme Court. This case serves as our good laws so long as the case is uncontroverted by the Arkansas Supreme Court or higher.
- **b.** A synopsis of the case provides that a law enforcement officer lawfully present in any place may, in the performance of their duties, stop and detain any person reasonably suspected of committing a felony or misdemeanor involving danger or forcible injury to a person, or to determine the lawfulness of the person's conduct.

4. ADMINISTRATIVE MATTERS

A. The undersigned representatives of each of the above mentioned parties are authorized by their respective agency to enter into this agreement, acknowledging the agency's desire to enter into this mutual aid agreement with the objective of providing law enforcement protection, when available as determined by the assisting agency's authorized agent, for the inhabitants of specifically located at NWACC Benton County locations during times of need, as determined by the requesting agency, by making the most effective use of law enforcement personnel of all parties to this agreement.

B. The undersigned representatives of the agencies shall provide each other participating agency's official the name, address and telephone number of the contact person or persons that is empowered to invoke this agreement. Further, in the event an agency's contact person changes, that agency shall notify all participating agency officials in writing with thirty (30) days of making the change.

5. PROCEDURES

A. REQUESTING ASSISTANCE FROM ANOTHER LAW ENFORCEMENT AGENCY- The requesting agency shall contact the potential assisting agency in writing, if possible, or as a secondary option, by telephone, radio, or other similar device. The potential assisting agency has a right to inquire as to the nature of the request so they may make knowledgeable determinations concerning the number and experience of officers to assist. Further, in accordance with ACA 16-81-106 (c)(3), the arrest powers of the assisting agency shall only be in effect when the agency's officer is working outside their jurisdiction upon the request of the law enforcement agency having jurisdiction in the locale of assistance.

1. CHAIN OF COMMAND- During which time the assisting agencies officers are responding to the incidents with the requesting agency's jurisdiction, the assisting officers shall respond to the directives issued by the requesting agency's commanding officer at the scene or incident. In the absence of the requesting agency's commanding officer, the assisting officer(s) shall adhere to their policies and guidelines and shall only be required to perform lawful orders.

2. COST AND LEGAL MATTERS

a. Each agency participating in this agreement acknowledges that during which time assistance is rendered to other participating agencies, the assisting agency retains responsibility for its officer's wages, pension, workman's compensation benefits, and all other costs related to the employment of or injury to that assisting officer.

b. Each agency will be responsible for any claim or subsequent litigation arising from the incident involving that participating agency's assistance.

c. The assisting agency or agencies will be liable for all material or equipment provided by that same agency during the time of assistance. However, this provision creates an exception when there is a possibility to recoup the material, equipment, or reasonable substitution through a federal reimbursement or some other avenue that in no way adversely affects the requesting party.

d. The agreement shall not give rise to civil or criminal liability for failure to assist pursuant to the agreement. Further, this agreement applies only to the agencies for which the undersigned represent. This shall not be construed to benefit a third

party that has not agreed to all the provisions of this agreement in writing and has been accepted by the existing parties to this agreement.

B. EFFECTING AN ARREST OUTSIDE THE AGENCY'S JURISDICTION- As soon as practical after the arrest, the officer shall notify the law enforcement agency where the arrest was made, that an arrest was made and that law enforcement agency shall take custody of the detainee and shall take the detainee before a magistrate.

6. AGREEMENT MAINTENANCE

A. Each agency participating in this mutual aid agreement shall provide all other participants a reasonable accounting of all available resources that will be called upon during the request for assistance. The accounting shall be done as often as deemed necessary.

B. The representatives from each agency shall meet as often as deemed necessary to review this mutual aid agreement and revise, delete or add provisions by a unanimous vote of the representatives.

C. This agreement shall become effective as to each participating party when approved and executed by that party. A participating agency, may, at its choosing, terminate its participation in this agreement by providing written notice to each member of the agreement. The remaining parties to this agreement will not be affected by the termination.

Signature	**Title**	**Agency**	**Date**
Signature	**Title**	**Agency**	**Date**
Signature	**Title**	**Agency**	**Date**
Signature	**Title**	**Agency**	**Date**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MUTUAL AID POLICE PROTECTION AGREEMENT WITH THE NORTHWEST ARKANSAS COMMUNITY COLLEGE DEPARTMENT OF POLICE AND PUBLIC SAFETY AND FOR OTHER PURPOSES.

WHEREAS, the Northwest Arkansas Community College Department of Police and Public Safety (NWACC-DPS) recognize and acknowledge that, at times, emergency or other situations arise that require additional manpower and resources beyond which the respective law enforcement agencies can provide; and

WHEREAS, NWACC-DPS and the City of Bentonville wish to enter into a mutual aid agreement in order to secure and provide for each adequate police protection through the use of properly trained and equipped police officers, mutual aid in police protection, and protection of life and property.

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into a Mutual Aid Police Protection Agreement with the Northwest Arkansas Community College Department of Police and Public Safety (NWACC-DPS);

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:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
Department	**Animal Services**
Submitted by	**Ali Worley, Animal Services Manager**
Phone	**(479) 254-2055**

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 recognize a grant from the Mars Petcare Better Cities for Pets program, in the amount of $20,000.00, for the Animal Services Pet Reunification Program.

Estimated Cost	**$20,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

The Pet Reunification Program is funded by a grant from the Mars Petcare Better Cities for Pets program.

Memo

To: City Council, Mayor Orman

From: Ali Worley, Animal Services Manager
Ray Shastid, Chief of Police

Date: January 24, 2023

Re: City Council approval of a resolution for a grant acceptance in the amount of $20,000.00 for the Pet Reunification Program

---

Bentonville Animal Services applied for and was awarded a grant from the Mars Petcare BETTER CITIES FOR PETS™ program in the amount of $20,000.00 to create the Pet Reunification Program.

The BETTER CITIES FOR PETS™ program was created by Mars Petcare, the world's leading pet nutrition and health care business. In partnership with experts in city planning and animal welfare, and government stakeholders. It includes a playbook for cities, city and airport certification programs, grants, best practice research, policy advocacy and free online resources. More than 100 cities have been certified through the program and it has awarded nearly half a million dollars in grants to support pet-friendly initiatives.

On October 25, 2022, City Council approved amending the city ordinances to require all pets to be microchipped. The Animal Services department created the Pet Reunification Program to make the transition as seamless as possible. Two different components are designed to support the dynamic of keeping people and pets together.

The first component includes providing low-cost microchipping services at microchip clinics throughout the year. It also includes providing education on the importance of microchipping and sending out reminders every year to ensure pet owner contact information is current.

The second component of the Pet Reunification Program consists of purchasing universal microchip scanners and providing them to core businesses throughout our City – emphasizing those who offer late hours, weekend hours, etc. This will empower our citizens who have found a lost pet to help reunite it with its owner without having to go to our shelter.

The Pet Reunification Program will be instrumental in our goal of increasing our return-to-owner rate. If you have any questions regarding this item, please let me know. Please call me at 254-2055 or email aworley@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE MARS PETCARE BETTER CITIES FOR PETS PROGRAM; RECEIVING TWENTY THOUSAND DOLLARS ($20,000.00); AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Animal Services will receive twenty thousand dollars ($20,000.00) from the Mars Petcare Better Cities for Pets program for expenses related to the Pet Reunification 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 Mars Petcare Better Cities for Pets program in which Bentonville Animal Services will receive twenty thousand dollars ($20,000.00) in grant funds;

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

Section 3 – Repeal of Conflicting Provisions: All Ordinances, Resolutions, 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:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
Department	**Parks and Recreation**
Submitted by	**Wade Tomlinson**
Phone	**(479) 371-3392**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Hight Jackson, in the amount of $318,500.00, plus reimbursable expenses, for design services for the Parks Maintenance Facility. This is a budgeted item.

Estimated Cost	**$318,500.00**
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:	J. Wade Tomlinson, Parks Planner
Thru:	David Wright, Parks and Recreation Director
Date:	January 24, 2023
Re:	Resolution for the City to contract with Hight Jackson for architectural design services for the park maintenance building.

A Resolution authorizing the Mayor and Clerk to enter into an agreement with Hight Jackson in the total fee not to exceed of $318,500 including reimbursable expenses for architectural design services for the Parks Maintenance Facility.

The total cost break down for the proposal is $318,500 for design services. The scope includes reimbursable expenses, construction drawings, and specifications, bidding and negotiation, construction administration. Subconsultant fees for structural engineering, mechanical engineering, electrical engineering, and plumbing are included. This firm was selected following the City's standard SOQ selection process for the procurement of professional services.

Funding for this project was approved in the FY2023 budget.

If you have any questions regarding this item, please call me at 479.464.7275 or email wtomlinson@bentonvillear.com.

Attachments:
Agreement with Hight Jackson

Hight Jackson ASSOCIATES

December 20, 2022

City of Bentonville Parks Department
David Wright, Director
215 SW A Street
Bentonville, AR 72712

Re: City of Bentonville Parks Department Maintenance Facility Addition

Dear David,

This letter serves as a proposal to perform Architectural Design Services for the proposed addition to the existing Parks Department Offices and Maintenance Facility at Memorial Park. It is anticipated that this will be designed and constructed in accordance with the previously completed feasibility study.
Our services will include producing Construction Drawings and Specifications that define the scope of work, Bidding and Negotiation services, and Construction Administration services through the completion of the project. Our fee includes Structural, Civil, Mechanical, Electric, & Plumbing Engineering services.

Hight Jackson proposes to perform these services for a Lump Sum Fee of **$318,500 (includes a $10,000 deduction from services previously performed in the feasibility study)**. Estimated printing, postage, review fees, etc. are included in this lump sum fee as reimbursable costs of the project.

Please do not hesitate to contact Randall Hurban or myself if you have any questions. If you agree with this proposal, we will provide you with an AIA Document B133-2019 along with any City of Bentonville Purchasing Agreements to formalize our contract.

Thank you for considering Hight Jackson Associates to perform these services. We look forward to another great project!

Thank you,

[redacted]

Brian Jackson, President
Hight.Jackson.Associates

AIA® Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenthday of January in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Bentonville, AR
305 SW A
Bentonville, AR 72712

and the Architect:
(Name, legal status, address and other information)

Hight Jackson Associates PA
5201 W. Village Parkway, Suite 300
Rogers, AR 72758

for the following Project:
(Name, location and detailed description)

Parks & Recreation Maintenance Facility
City of Bentonville

Bentonville, AR 72712

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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User Notes: (2016426090)

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Refer to attached Proposal Letter dated December 20, 2022.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Init.

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User Notes: (2016426090)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Two Million Dollars ($2,000,000) for each occurrence and Two Million Dollars ($2,000,000) aggregate

.2 Automobile Liability

One Million Dollars ($1,000,000)

.3 Workers' Compensation

One Million Dollars ($1,000,000)

.4 Professional Liability

One Million Dollars ($1,000,000) Two Million Dollars (2,000,000) aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations

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from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

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§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

None at this time

(Paragraphs deleted)

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

(Paragraph deleted)

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

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§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.3 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

(Paragraphs deleted)

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of dispute resolution shall be the following:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction in Benton County, AR

If the Owner and Architect do not select a method of dispute resolution, or do not subsequently agree in writing to a dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Three Hundred Eighteen Thousand, Five Hundred Dollars & no/100 ($318,500.00)

(Paragraphs deleted)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly as shown on the attached Hourly Rate Sheet

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly as shown on the attached Hourly Rate Sheet

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Thirty	percent (	30	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Construction Phase	Twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraphs deleted)

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to the attached Hourly Rate Sheet

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** authorized out-of-town travel and subsistence;
- **.2** dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Other similar Project-related expenditures.

(Paragraph deleted)

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

National Prime Rate

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None at this time

Init. /

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User Notes: (2016426090)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraphs deleted)

.2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Hourly Rate Sheet

Proposal Letter dated December 20, 2022

This Agreement entered into as of the day and year first written above.

City of Bentonville, AR	Hight Jackson Associates PA
OWNER *(Signature)*	[redacted] *(Signature)*
Stephanie Orman, Mayor	Brian T. Jackson, President
(Printed name and title)	*(Printed name, title, and license number, if required)*

Init.

/

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User Notes: (2016426090)

Hight Jackson ASSOCIATES

January 1, 2023

HOURLY RATE SCHEDULE

Architect Principal	$180.00 / hour
Engineer Principal	$180.00 / hour
Project Manager	$140.00 / hour
Architect 1 *(more than 10 years)*	$150.00 / hour
Architect 2 *(more than 5, but less than 10 years)*	$130.00 / hour
Architect 3 *(less than 5 years)*	$120.00 / hour
Intern Architect 1 *(more than 5 years)*	$100.00 / hour
Intern Architect 2 *(less than 5 years)*	$85.00 / hour
Interior Designer 1	$95.00 / hour
Interior Designer 2	$75.00 / hour
Office Administrator	$80.00 / hour
Secretary 1	$60.00 / hour
Secretary 2	$50.00 / hour
Outside Consultants	Direct Cost x 1.2
Reimbursable Expense	Direct Cost

Hight Jackson
ASSOCIATES

December 20, 2022

City of Bentonville Parks Department
David Wright, Director
215 SW A Street
Bentonville, AR 72712

Re: City of Bentonville Parks Department Maintenance Facility Addition

Dear David,

This letter serves as a proposal to perform Architectural Design Services for the proposed addition to the existing Parks Department Offices and Maintenance Facility at Memorial Park. It is anticipated that this will be designed and constructed in accordance with the previously completed feasibility study.
Our services will include producing Construction Drawings and Specifications that define the scope of work, Bidding and Negotiation services, and Construction Administration services through the completion of the project. Our fee includes Structural, Civil, Mechanical, Electric, & Plumbing Engineering services.

Hight Jackson proposes to perform these services for a Lump Sum Fee of **$318,500 (includes a $10,000 deduction from services previously performed in the feasibility study)**. Estimated printing, postage, review fees, etc. are included in this lump sum fee as reimbursable costs of the project.

Please do not hesitate to contact Randall Hurban or myself if you have any questions. If you agree with this proposal, we will provide you with an AIA Document B133-2019 along with any City of Bentonville Purchasing Agreements to formalize our contract.

Thank you for considering Hight Jackson Associates to perform these services. We look forward to another great project!

Thank you,

[redacted]
Brian Jackson, President
Hight.Jackson.Associates

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HIGHT JACKSON, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS ($318,500.00) PLUS REIMBURSABLE EXPENSES, FOR ARCHITECTURAL DESIGN SERVICES FOR THE PARK MAINTENANCE FACILITY; AND FOR OTHER PURPOSES.

WHEREAS, Hight Jackson was selected using the City's standard SOQ selection process for the procurement of professional services; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Hight Jackson in an amount not to exceed three hundred eighteen thousand dollars ($318,500.00) plus reimbursable expenses, for architectural design services for the Parks Maintenance Facility;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
Department	**Parks and Recreation**
Submitted by	**Hunter Garrison, Bike and Pedestrian Planner**
Phone	**(479) 254-2063**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution for City Council approval of Change Order #1, in the amount of $16,703.00, to Milestone Construction Company, for utility relocation and additional grading for sidewalk construction along NW 15th Street and Bella Vista Road. This is a budgeted item.

Estimated Cost	**$16,703.00**
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 12, 2023
Re:	City Council approval of a change order to Milestone Construction, in the amount of $16,703.00, for utility relocation and additional grading for sidewalk construction projects on NW 15th Street and Bella Vista Road.

Bentonville Parks and Recreation is requesting City Council's approval of a change order with Milestone Construction needed for a water meter relocation and minor grading adjustments along NW 15th St and Bella Vista Rd.

Per the change orders, Milestone Construction will relocate City of Bentonville water meters for $16,127.00 and adjust slopes not specified in the blueprints for $576.00, the total change order amounts to $16,703.00.

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

Attachments:
Milestone – Estimate: Moving Meters
Milestone – Estimate: Error on Blueprints

MILESTONE™
CONSTRUCTION COMPANY, LLC

December 8, 2022

Mr. Hunter Garrison
2022 Bentonville Sidewalks
NW 15th Street, NW Bella Vista Road, & Oakwood Ave
Bentonville, AR 72712

Subject: 2022 Bentonville Sidewalks

Dear Mr. Garrison

Milestone Construction Company is pleased to provide you with a Guaranteed Maximum Price of **Five Hundred Seventy- Six Dollars no/100's ($576.00) Dollars** for the construction of the above referenced project.

Our price includes:

- Change order required per Ben CTA slope has to be changed to be 1.5 (Please see attached pictures for reference)

Our price specifically excludes:

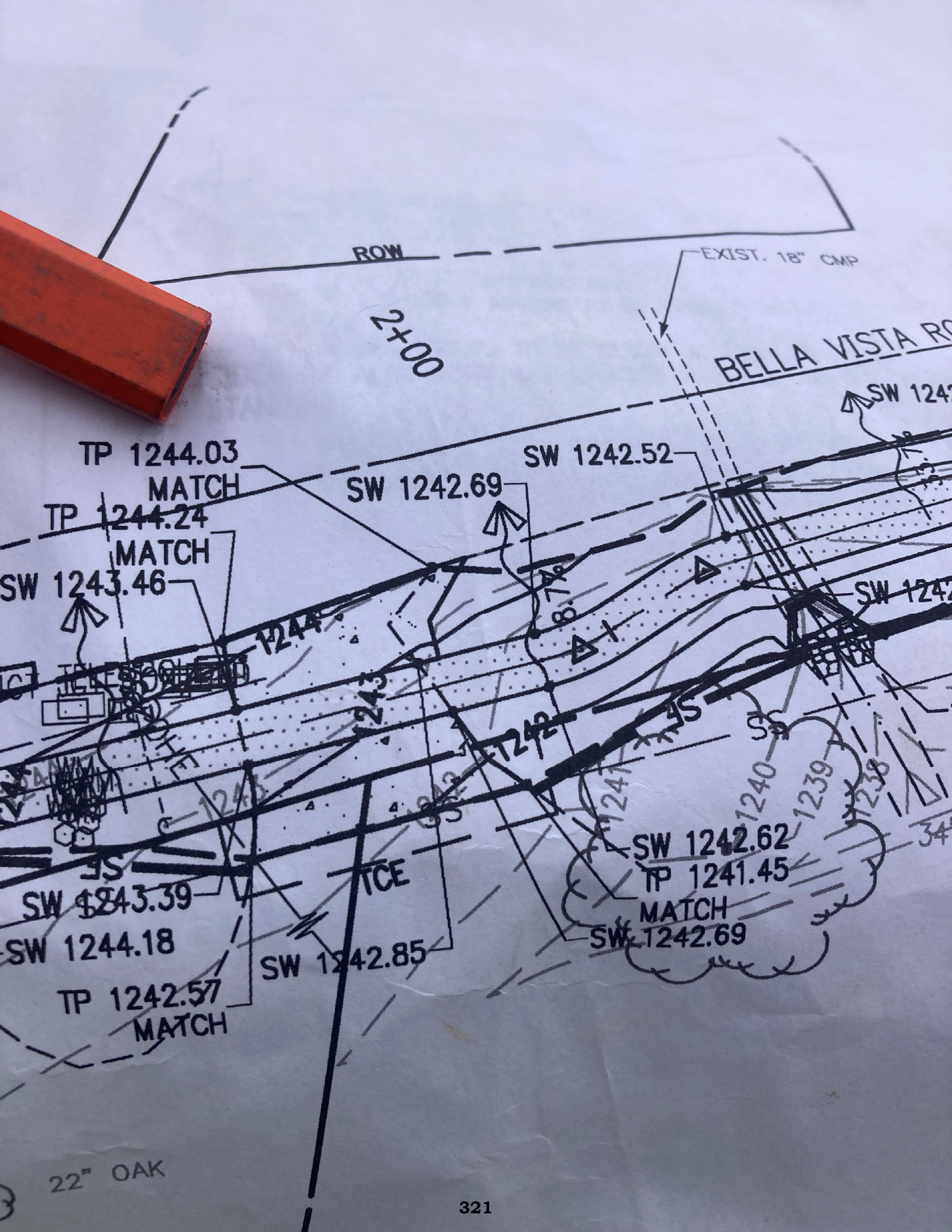
- Does not include repairs to concealed damage.
- Anything not specifically listed in the above inclusions.

Please contact me with any questions.

Sincerely,

Lance Norsworthy
Project Manager

AUTO-CALIBRATED
MODE
INSPECT
HOLD


ROW
EXIST. 18" CMP
2+00
BELLA VISTA RO
SW 124
TP 1244.03
MATCH
TP 1244.24
MATCH
SW 1243.46
SW 1242.52
SW 1242.69
SW 124
1244
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1241
1240
1239
1238
SS
SW 1242.62
TP 1241.45
MATCH
SW 1242.69
TCE
SW 1243.39
SW 1244.18
SW 1242.85
TP 1242.57
MATCH
22" OAK

MILESTONE
CONSTRUCTION COMPANY, LLC

January 11, 2023

Mr. Hunter Garrison
2022 Bentonville Sidewalks
NW 15th Street, NW Bella Vista Road, & Oakwood Ave
Bentonville, AR 72712

Subject: 2022 Bentonville Sidewalks

Dear Mr. Garrison

Milestone Construction Company is pleased to provide you with a Guaranteed Maximum Price of **Sixteen Thousand One Hundred Twenty-Seven Dollars no/100's ($16,127.00) Dollars** for the construction of the above referenced project.

Our price includes:

- Dig up and move existing water meters as per the City of Bentonville
- Dig up and make ready for city to move meters
- Move owner shut off valves, supply new valve if needed
- Add gravel
- Add concrete blankets to keep from freezing
- Install 6 pressure regulators
- Dig up and wait for city to move meter
- Backfill to new proposed grade
- Pricing does NOT include digging all the way to the main
- The above process will take 3 days

Our price specifically excludes:

- Does not include repairs to concealed damage.
- Anything not specifically listed in the above inclusions.

Please contact me with any questions.

[redacted]
Erin Metcalf
Project Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH MILESTONE CONSTRUCTION, FOR UTILITY RELOCATION AND ADDITIONAL GRADING FOR SIDEWALK CONSTRUCTION PROJECTS, IN AN AMOUNT NOT TO EXCEED SIXTEEN THOUSAND SEVEN HUNDRED THREE DOLLARS ($16,703.00); AND FOR OTHER PURPOSES.

WHEREAS, a change order with Milestone Construction is needed for a water meter relocation and minor grading adjustments along NW 15th Street and Bella Vista Rd.; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a change order with Milestone Construction, for utility relocation and additional sidewalk grading, in an amount not to exceed sixteen thousand seven hundred three dollars ($16,703.00);

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

Item Type: (*Check Applicable Item Type)*

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

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

Ordinance for City Council approval to waive competitive bidding requirements in the amount of $55,000.00 to Overdrive, Inc. for ebook purchases for Bentonville Public Library. This is a budgeted item.

Estimated Cost	**$55,000.00**
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	**1/24/2023**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**(479) 271-3194**

Vendor	**Overdrive**
Total Cost	**$ 55,000.00**

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):***

Continuation of annual contract and purchasing of digital ebooks and downloadable audios with Overdrive, Inc. under professional services for Technical/Data purchases; this is a budgeted expense of $55,000.00.

Justification ***(Enter justification in space below):***

Since 2009, Bentonville Public Library and several regional libraries have contracted with Overdrive, Inc., a leading provider in the industry. Renewal of services is required to purchase new titles and access existing materials in the consortium, Advantage and Sora collections. Due to access requirements of the Overdrive platform and collections, as well as the multi-year partnership with other libraries, it is not practical or feasible to advertise for competitive bidding.

Bentonville Public Library

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
CC: Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney
SUBJECT: An Ordinance to Waive Competitive Bidding
DATE: January 12, 2023

Bentonville Public Library (BPL) seeks City Council approval to waive competitive bidding requirements in the amount of **$55,000** to Overdrive, Inc. for ebook purchases.

Outline of History with Overdrive

- In 2008, BPL agreed to participate with regional library peers in a consortium with Overdrive to purchase ebooks for our communities; the same agreement continues today.
- State Library's "Library Development District I" (LDD1) membership is the basis for participation which includes public libraries throughout Northwest Arkansas and the Arkansas River Valley.
- Our regional consortium consists of nineteen (19) public library partners!
- In 2020, BPL expanded our services with Overdrive to provide Sora access to Bentonville Schools and Advantage collections for our patrons. Sora and Advantage services allow city funds to stay local and improve offerings with more ebooks to Bentonville students and BPL readers.
- In 2022, BPL utilized additional funding made possible by the CARES Act and administered by the Arkansas State Library to supplement budgeted funds and expand its eBook collection.

Bid Waiver Justification

- In recent years, City Council approved bid waivers with Overdrive (Ordinances 2022-23, 2021-32, 2020-115).
- In 2022, Bentonville Public Library's Overdrive use was the highest ever at 111,763 downloads.
- This is a planned purchase, approved in the library's FY2023 professional services budget.
- While other ebook vendors exist, BPL and the consortium libraries already have access to a large collection of titles with Overdrive, a leading provider in the industry.
- Due to this, and the multi-year partnership with other libraries, it is not practical or feasible to advertise for competitive bidding.

Please contact me with your questions at 479-271-3194 or hdudley@bentonvillear.com.

Attachments

- Overdrive Library Participation Form – NWA Digital Consortium, signed 11/5/2008
- Overdrive / Sora Library Consent Form, signed 06/22/2020
- Overdrive Advantage 2.0 Enrollment Form, signed 7/14/2020

Schedule "C"
Library Participation Form – Northwest Arkansas Digital Consortium

1. In consideration of participation in the Consortium, lending digital materials, Participating Library agrees to abide by the terms and conditions of the Agreement and all Schedules.

2. Participating Libraries shall pay OverDrive an Annual Fee for joining and ongoing services provided to the Northwest Arkansas Digital Consortium. The Annual Fee shall include any and all services relating to use of the Application Services including the DLR System License, configuration and customization of website services, third party software licenses, hosting, bandwidth, and maintenance of the application services and staff training. After the first renewal term (after a period of four (4) years from Effective Date), the Annual Fee is subject to change. The Annual Fee shall be based upon Participating Library's Legal Service Area Population as reported by the then current information available at the National Center for Education Statistics (NCES): http://nces.ed.gov/surveys/libraries/librarysearch/

Annual Fees for 2008 - 2012

			Please check one:
Tier 1	Legal Service Area Population up to 25,000	**$3,000** per year	_____
Tier 2	Legal Service Area Population of 25,001 – 55,000	**$6,000** per year	x
Tier 3	Legal Service Area Population of 55,001 – 100,000	**$9,000** per year	_____

3. Arkansas public libraries with Legal Service Area Populations under 100,000 shall be eligible to join Consortium, on a quarterly basis. Any current OverDrive customer (standalone system) shall not be eligible to join Consortium. The Northwest Arkansas Digital Consortium shall be comprised of a minimum of five (5) Participating Libraries with a maximum of fifteen (15) Participating Libraries. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium.

4. The Annual Fee collected during each year shall be allocated as follows: one-third (1/3) towards configuration, system fees, and maintenance, and two-thirds (2/3) toward selection of Content for the shared collection. At any time during the term of this Agreement, Consortium and/or Participating Libraries may select additional Content subject to standard terms and pricing. Consortium and/or Participating Libraries shall make payments to OverDrive for Content selections within 30 days of receipt of invoice.

5. All Participating Libraries that join Consortium after go-live shall pay OverDrive a one-time Participation Fee of Fifteen Hundred Dollars ($1,500) per Participating Library. Such Participation Fee shall be waived for Participating Libraries that join Consortium before go-live. Such fee, if applicable, shall be due and payable directly to OverDrive within 30 days of receipt of invoice. The Participation Fee shall include in whole or in part, fees for testing, staff training, and integration of Participating Library into the Consortium Website.

6. Participating Library shall include a direct hyperlink and/or logo linked to the DLR service from Participating Library's home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to NetLibrary, Recorded Books, and MyLibraryDV.

7. Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library's own expense, and are not included in the Annual Fee.

8. Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been purchased with the Participating Library's monetary and in-kind contributions to Consortium shall remain with Consortium.

[signature page follows]

©2008 OverDrive, Inc.

Accepted and agreed this 5 day of Nov 2008 by:

Bentonville Public Library
("Participating Library")

By (signature): [redacted]

Name (Print): Bob McCaslin

Title: Mayor of Bentonville

Please fill out the following with the appropriate contacts:

Billing Contact(s)
Name(s), email address, and billing address of contacts to receive billing:

Name: Hadi Dudley
Email: hdudley@bentonvillear.com
Address: 405 S. Main ST
Bentonville, AR 72712

Name:
Email:
Address:

ILS Change Contact(s)
Names(s) and email address of contacts allowed to request ILS changes for your library:

Name: Debra Hobbs
Email: dhobbs@bentonvillear.com

Name:
Email:

Collection Contact(s)
Name(s) and email address of contacts who will work on collection management:

Name: Heather Hays Bullock
Email: hhays@bentonvillear.com

Name: Sue Ann Pekel
Email: spekel@bentonvillear.com

Promotional Materials Contact(s)
Name(s) and email address of contacts to work with our Partner Services Team on promotion:

Name: Heather Hays Bullock
Email: hhays@bentonvillear.com

Name:
Email:

PUBLIC LIBRARY CONNECT

Library Consent Form

LIBRARY INFORMATION

Name of Public Library/Participating Library/Consortium ("Library"): Bentonville Public Library

OverDrive-Hosted Website URL: (ex: mylib.overdrive.com) https://lib2go.overdrive.com/

PRIMARY CONTACT

Name: Hadi Dudley

Title: Library Director

Telephone: 479-271-3194

Email: hdudley@bentonvillear.com

Public Library Connect (PLC) enables students in designated schools within the library's service area to directly access their OverDrive digital collection.

Terms and Conditions:

- The undersigned consents to allowing students from designated schools and/or school districts ("Participating School") to utilize student IDs or school or district sign on credentials to be authenticated and borrow Digital Content from the Library's OverDrive Digital Collection.
- Access for students using PLC is provided to the Library at no cost and does not require any Library integration or other ILS changes.
- Titles checked out by students using PLC will be reported in the Library's Marketplace Checkout report under "Borrowed from: Sora."
- Participating Schools using PLC shall be limited to schools or districts within Library's legal service area and are subject to OverDrive approval. Each Participating School shall execute a consent form to agree to the terms of Library's service agreement with OverDrive.
- The term of PLC shall run concurrent with the Library's OverDrive agreement. In the event of termination or expiration of Library's OverDrive agreement, Participating Schools will no longer have access to PLC.

Sign us up!

On behalf of Library, my signature below indicates acceptance of the above Terms and Conditions, as well as authority for my library to enter into this agreement.

By: (signature) [redacted]

Title: Mayor

Name: (Print) Stephanie Orman

Date: 6/22/20

Please complete this consent form and email to **connect@overdrive.com** or return by fax to **+1 216-573-6889**.

OverDrive

One OverDrive Way, Cleveland, OH 44125 • P: 1+ 216-573-6886 F: 1+ 216-573-6889

©2020 OverDrive, Inc.

OverDrive Advantage 2.0 Enrollment Form

Shared Collection Information	
Name of Shared Collection:	Arkansas Library 2 Go
URL of Shared Collection:	www.lib2go.overdrive.com

Participating Library Information			
Participating Library Name:	Bentonville Public Library		
Sample Library Card Number (for testing purposes):	20296000061820	PIN (If Applicable):	1234

Participating Library Accounting Contact			
Name:	Vira Kousol	Email:	vkousol@bentonvillear.com
Telephone:	479-271-6771	Fax:	479-271-6775
Address:	405 South Main Street	City Bentonville State AR	ZIP 72712

Participating Library Collection Development Contact			
Name:	Heather Hays	Email:	hhays@bentonvillear.com
Telephone:	479-271-5976	Fax:	

☐OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

Terms and Conditions:

- Participating Library must be a current OverDrive customer and participating in an OverDrive consortium or shared collection and have the ability to authenticate library patrons as part of an individual library.
- Participating Library must set up a separate account with OverDrive and will be invoiced separately for their titles.
- Participating Library acknowledges fees or costs related to MARC records, SIP or similar protocol for patron authentication are not included, and shall be at Participating Library's own expense.

Advantage Enrollment Fee:

- The Advantage Enrollment Fee is **$250 USD**. This fee will be applied as an OverDrive Advantage **content credit** Participating Library has access to purchase additional content at any time, as long as account is in good standing.

Advantage Collection Development Requests (Please check or complete all that apply):

- Popular Titles _____ Please specify subjects: _____
- High Consortium Holds _____
- Other (Please specify): _____

Acknowledgement and Acceptance:

- Participating Library requests to be invoiced an amount of $ 0.00 **USD** *(in addition to $250 Advantage Enrollment Fee)* for a deposit on account with OverDrive for future content collection purchases.
- Participating Library will be invoiced in the amount of **$250 USD** for the OverDrive Advantage Enrollment Fee and agrees to be bound by the OverDrive Advantage Terms and conditions.

Bentonville Public Library (Participating Library Name)

Date: 07/14/2020

By Signature: [redacted]

Name (Print): Mayor Stephanie Orman for Hadi Dudley, Library Director

Email: hdudley@bentonvillear.com

Please complete this Enrollment Form and return by fax (216-573-6889) or email (collectionteam@overdrive.com)

For more information on OverDrive Advantage, please contact collectionteam@overdrive.com

©2018 OverDrive, Inc. One OverDrive Way, Cleveland, OH 44125 Ph: +1 216-573-6886 Fax: +1 216-573-6889

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETIVE BIDDING FOR THE PURCHASE OF EBOOKS FOR THE BENTONVILLE PUBLIC LIBRARY; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS (55,000.00), WITH OVERDRIVE, INC. FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, since 2009, the Bentonville Public Library and other regional libraries have contracted with Overdrive, Inc. for digital ebook and downloadable audio access and purchases;

WHEREAS, renewal of this service is necessary to purchase new titles and access existing materials; therefore, competitive bidding is neither practical nor feasible; and

WHEREAS, this agreement will be funded by both 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 Overdrive, Inc., for the purchase of, and continued access to, digital ebooks and downloadable audios, in an amount not to exceed fifty-five thousand dollars ($55,000.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of, and continued access to, digital ebooks and downloadable audio to expand the Bentonville Public Library's catalog;

Section 3 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

Attest:

_____
STEPHANIE ORMAN, Mayor

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

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 the city clerk to amend its agreement with Meyer, Scherer & Rockcastle, Ltd for the renovation and expansion of Bentonville Public Library with site development. Adjusting the 2023 budget to accept $500,000.00 from the Bentonville Library Foundation. This item requires a budget adjustment to accept donated funds.

Estimated Cost	**$475,585.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This is a planned item; funding provided by the Bentonville Library Foundation

Budget Adjustment Request

Date of City Council Meeting	**1/24/2023**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

To accept and expend certain funds totaling up to $500,000.00 to amend an existing agreement with MSR Design for BPL's expansion project.

General Ledger Account Information*

Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105050	37010	Misc Donation	$ 500,000.00	$ -
105050	47210	Plant and Building		$ 500,000.00
		Totals	$ 500,000.00	$ 500,000.00
		Net Impact on Fund Balance	$	-

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

Bentonville Public Library

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
CC: Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney
SUBJECT: A Resolution amending an agreement with MSR Design for construction administration services of BPL's expansion
DATE: January 12, 2023

Bentonville Public Library (BPL) seeks City Council approval authorizing the mayor and the city clerk to amend an existing agreement with Meyer, Scherer & Rockcastle, Ltd (MSR Design) to provide professional services for Bentonville Public Library's expansion for a fee of $457,585, plus reimbursable expenses up to $18,000. To cover the contract, BPL requests approval of a budget adjustment to accept $500,000 from the Bentonville Library Foundation.

Upon contract execution, MSR Design will continue to work closely with BPL and the Flintco team to deliver quality work on the library's expansion project. The professional services covered in the amendment include procurement (bidding) and construction administration, as well as furniture, fixture and equipment (FFE) design and specifications, non-code signage design, plus an add-service for engineering services related to BPL's HVAC system.

History & Performance: An AIA Document B101-2017 agreement with MSR Design was approved by City Council with a resolution on September 14, 2021. For that contracted scope of work, the following services were provided: schematic design, design development, construction documents and permitting, as well as planning low voltage systems. The original agreement allows for this contract amendment.

MSR Design has successfully achieved many goals for the library's expansion to-date, including value engineering the project to be more cost-effective. The lead architect has worked extremely well with BPL staff and the Flintco team to move the project along in a professional manner.

MSR Design works with specialty consultants to deliver expert-level services, including: Hight Jackson, HP Engineering, Ecological Design Group, Tatum-Smith-Welcher Engineers and TENxTEN.

The firm was selected following the City's standard RFQ solicitation and selection process for procurement of professional services in accordance with state law. In the evaluation period for RFQ-21-47, committee members rated MSR Design the highest of five submitting firms.

Project Information: The cost for this portion of the project is funded by a payment of $500,000 from the Bentonville Library Foundation, BPL's official fundraising entity. The entire expansion project cost is estimated at $16,750,000 and is funded through a public/private partnership. A City bond extension of $4,500,000 joins fundraising efforts through the Library Foundation with a goal of $10,500.00. Additional fundraising activities and grant opportunities continue to help close the funding gap.

Next Steps: The guaranteed maximum price (GMP) for construction will be determined in the forthcoming weeks. This will be presented to City Council for approval with an agreement amendment for Flintco, along with a budget adjustment that accepts an additional payment from the Bentonville Library Foundation, and other planned budget adjustments. Groundbreaking is planned for this spring.

If you have any questions regarding this item, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Bentonville Public Library Expansion
405 South Main Street
Bentonville, AR 72712

AGREEMENT INFORMATION:
Date: September 15, 2021

AMENDMENT INFORMATION:
Amendment Number: 001
Date: December 27,2022

OWNER: *(name and address)*
City of Bentonville, Arkansas
Public Library Department
Administrative Services
City Hall
305 SW A Street
Bentonville, AR 72712

ARCHITECT: *(name and address)*
Meyer, Scherer, & Rockcastle, Ltd

510 Marquette Ave S
Suite 200
Minneapolis, MN 55402

The Owner and Architect amend the Agreement as follows:
Work to be included in this amendment.

PHASE 2 as noted on the origial B101.
Procurement (Bidding)
Construction Administration
Construction Administration for utility relocation and coordination
Engineering Services to Replace Existing HVAC (additional Service)
FFE services (design, specifications, Construction Administration)
Signage design (wayfinding and donor signage)

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
PHASE 2 as noted on the origial B101.
Procurement (Bidding) - **$40,322**
Construction Administration - **$237,263**
Construction Administration for utility relocation and coordination - INCLUDED IN CA FEE ABOVE
Engineering Services to Replace existing HVAC (Additional Service) - **$5,000**
FFE services (design, specifications, Construction Administration) - **$140,000**
Signage design (wayfinding and donor signage) - **$35,000**

FEE TOTAL: $457,585

reimbursables up to $18,000

Schedule Adjustment:
1.5 months bidding / procurement prior to construction
16 months Construction (Starting in March or April 2023)

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User Notes: (3B9ADA3A)

SIGNATURES:

Meyer, Scherer, and Rockcastle, LTD (MSR Design)	City of Bentonville
[redacted]	
SIGNATURE	**SIGNATURE**
Matthew KruntoradAIA, Principle, #10100	Stephanie Orman, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE	**DATE**

OWNER *(Firm name)*

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User Notes: (3B9ADA3A)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH MSR DESIGN, FOR CONSTRUCTION ADMINISTRATION SERVICES, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS ($457,585.00) PLUS REIMBURSABLE EXPENSES; APPROVING A BUDGET ADJUSTMENT TO RECOGNIZE FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) FROM THE BENTONVILLE LIBRARY FOUNDATION INTO ACCOUNT #105050-37010 – MISCELLANEOUS DONATION AND APPROPRIATING THE SAME INTO ACCOUNT #105050-47210 – PLANT AND BUILDING; AND FOR OTHER PURPOSES.

WHEREAS, an amendment to the agreement with MSR Design is needed to provide professional services for the Bentonville Public Library's expansion;

WHEREAS, the services include procurement, construction administration, furniture, fixture, and equipment design, non-code signage design, and engineering services related the HVAC system; and

WHEREAS, the Bentonville Library Foundation has graciously fundraised for this project and is donating five hundred thousand dollars to fund this agreement amendment.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amendment to the agreement with MSR Design, for professional services for the Bentonville Public Library's expansion, in an amount not to exceed four hundred fifty-seven thousand five hundred eighty-five dollars ($457,585.00) plus reimbursable expenses up to eighteen thousand dollars ($18,00.00);

Section 2: The 2023 Budget should be adjusted to recognize five hundred thousand dollars ($500,000.00) in donated funds into Account #105050-37010 – Miscellaneous Donation and appropriate the same to Account #105050-47210 – Plant and Building;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, Mayor

_____

KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
Department	**Airport**
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 to award Bid IFB-22-95 to Emery Sapp & Sons. Inc. in the amount of $3,855,859.00 for the "Runway 18-36 Widening" at the Bentonville Municipal Airport, Thaden Field, and to approve a Budget Adjustment accepting FAA grant funds for the total awarded amount. This item requires a budget adjustment to recognize grant monies for funding.

Estimated Cost	**$3,855,859.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

FAA Grant funding will be utilized for this project.

Budget Adjustment Request

Date of City Council Meeting	**1/24/2023**
Department	**Airport**
Submitted by	**Debbie Griffin**
Phone	**479-254-2028**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

To accept funds that have been awarded from FAA grants, comprised of FAA 3-05-0006-020-2022 funds, AIP and BIL awards.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
101650	**33110**	**Federal Direct Grant**	**$ 3,855,859.00**	
101650	**47390**	**Improv Other than Bldg/Other**		**$ 3,855,859.00**
		Totals	**$ 3,855,859.00**	**$ 3,855,859.00**
		Net Impact on Fund Balance	**$**	**-**

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

4300 South J.B. Hunt Drive
Suite 240
Rogers, AR 72758

TEL 479.257.9188

www.GarverUSA.com

January 11, 2023

Ms. Debbie Griffin
Director of Administration
City of Bentonville
305 SW A Street
Bentonville, AR 72712

Re: Bentonville Municipal Airport
Runway 18-36 Widening
Recommendation of Award

Dear Ms. Griffin:

Bids were received for the "Runway 18-36 Widening" project at the City of Bentonville Administrative Services Building at 2:00PM on November 17, 2022. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of one (1) bid was received on the project. Emery Sapp & Sons, Inc. submitted the single bid for the project in the amount of $4,995,978.00 for Schedule 1 and $4,254,062.00 for Schedule 2. The Engineer's Opinion of Probable Cost was $3,185,000.00 for Schedule 1 and $2,625,000.00 for Schedule 2. Upon coordination with the FAA to utilize additional grant funding and negotiation with the contractor, Emery Sapp & Sons, Inc. has agreed to a negotiated bid price of $3,855,859.00 for Schedule 1.

We believe that the negotiated Schedule 1 bid price agreed to by Emery Sapp & Sons, Inc. represents a good value for the City of Bentonville. Contingent upon Bentonville City Council approval, we recommend that the construction contract for the "Runway 18-36 Widening" be awarded to Emery Sapp & Sons, Inc. for the negotiated Schedule 1 bid price.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

[redacted]

Christopher Maestri, P.E.
Project Manager

Attachments: Bid Tabulation
Negotiated Bid Tabulation

CITY OF BENTONVILLE
RUNWAY 18-36 WIDENING (CONSTRUCTION - PHASE I)
BID TABULATION -SCHEDULE 1
BID OPENING: NOVEMBER 17, 2022; 2:00 PM LOCAL TIME

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Emery Sapp & Sons, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	$225,000.00	$225,000.00	$150,000.00	$150,000.00
2	SS-130-4.1	Trench and Excavation Safety Systems	LS	1	$30,000.00	$30,000.00	$7,350.00	$7,350.00
3	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	$12,000.00	$12,000.00	$9,750.00	$9,750.00
4	SS-300-5.2	Electrical Vault Modifications, Including Existing Runway Regulator Relocation	LS	1	$25,000.00	$25,000.00	$22,140.00	$22,140.00
5	SS-300-5.3	L-829, 2.5 kW Lighting Regulator, Installed	EA	1	$30,000.00	$30,000.00	$33,250.00	$33,250.00
6	SS-301-5.1	Existing Stake Mounted Edge Light, Removed	EA	36	$250.00	$9,000.00	$283.00	$10,188.00
7	SS-301-5.2	Existing Base Mounted Edge Light, Removed with Base Demolished	EA	8	$500.00	$4,000.00	$450.00	$3,600.00
8	SS-301-5.3	Existing Base Mounted Edge Light, Removed and Stored with Base Demolished	EA	14	$500.00	$7,000.00	$583.00	$8,162.00
9	SS-301-5.4	Existing Base Mounted Edge Light, Removed and Stored with Base to Remain and Blank Cover Installed	EA	5	$350.00	$1,750.00	$367.00	$1,835.00
10	SS-301-5.5	Existing Stake Mounted Edge Light, Relocated	EA	0	$1,200.00	$0.00	$0.00	$0.00
11	SS-301-5.6	Existing Guidance Sign, Removed and Stored with Base Demolished	EA	3	$1,100.00	$3,300.00	$817.00	$2,451.00
12	SS-301-5.7	Existing Concrete Encased Electrical Junction Structure, Removed	EA	4	$500.00	$2,000.00	$370.00	$1,480.00
13	SS-301-5.8	Replacement Incandescent Lamp, Installed in Existing Stake Mounted Edge Light	EA	0	$300.00	$0.00	$0.00	$0.00
14	SS-305-5.1	Directional Boring, 1-Way 2"C Polyethylene Conduit	LF	250	$30.00	$7,500.00	$66.70	$16,675.00
15	SS-310-5.1	Precision Approach Path Indicator Obstacle Clearance Surface and Light Signal Clearance Surface Checks	LS	1	$10,000.00	$10,000.00	$5,226.00	$5,226.00
16	SS-310-5.2	PAPI and REIL Flight Check Mobilization	LS	1	$5,000.00	$5,000.00	$5,226.00	$5,226.00
17	SS-407-9.1	ARDOT ACHM Surface Course (1/2") (PG 76-22)	TN	1,100	$205.00	$225,500.00	$330.00	$363,000.00
18	C-102-5.1	Temporary Erosion Control	LS	1	$20,000.00	$20,000.00	$20,174.00	$20,174.00
19	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	1	$317,355.00	$317,355.00	$480,000.00	$480,000.00
20	P-101-5.1	Pavement Removal	SY	30	$120.00	$3,600.00	$222.00	$6,660.00
21	P-101-5.2	Pavement Markings Removal	SF	59,700	$4.00	$238,800.00	$1.70	$101,490.00
22	P-101-5.3	Cold Milling (0-3" Depth)	SY	1,450	$12.00	$17,400.00	$36.00	$52,200.00
23	P-152-4.1	Unclassified Excavation	CY	6,800	$25.00	$170,000.00	$78.00	$530,400.00
24	P-152-4.2	Borrow Excavation (Stone Fill)	CY	4,100	$60.00	$246,000.00	$100.00	$410,000.00
25	P-152-4.3	Unsuitable Excavation (Stone Fill)	CY	4,700	$85.00	$399,500.00	$178.00	$836,600.00
26	P-209-5.1	Crushed Aggregate Base Course (13" Thickness)	SY	5,650	$30.00	$169,500.00	$56.00	$316,400.00
27	P-209-5.2	Separation Geotextile	SY	9,880	$5.00	$49,400.00	$6.00	$59,280.00
28	P-620-5.1a	Runway and Taxiway Marking (Reflective)	SF	32,400	$2.00	$64,800.00	$3.00	$97,200.00
29	P-620-5.1b	Runway and Taxiway Marking (Non-Reflective)	SF	44,100	$2.00	$88,200.00	$2.90	$127,890.00
30	P-621.5.1	Grooving	SY	32,500	$4.00	$130,000.00	$5.00	$162,500.00
31	D-705-5.1a	6" Underdrain Pipe	LF	140	$100.00	$14,000.00	$195.00	$27,300.00
32	D-705-5.1b	6" Non-Perforated Outfall Pipe	LF	200	$100.00	$20,000.00	$183.00	$36,600.00
33	D-705-5.2	Concrete Outlet Protector	EA	1	$3,000.00	$3,000.00	$5,400.00	$5,400.00
34	T-901-5.1	Seeding	AC	2.7	$6,000.00	$16,200.00	$7,200.00	$19,440.00
35	T-904-5.1	Sodding	SY	4,500	$6.00	$27,000.00	$8.50	$38,250.00

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	Emery Sapp & Sons, Inc. UNIT PRICE	Emery Sapp & Sons, Inc. AMOUNT
36	T-905-5.1	Topsoil (Obtained On-Site; 4" Thickness)	SY	17,250	$2.50	$43,125.00	$11.90	$205,275.00
37	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	21,000	$4.50	$94,500.00	$6.25	$131,250.00
38	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	8,850	$5.00	$44,250.00	$2.92	$25,842.00
39	L-108-5.3	18" Trench for Direct Earth Buried Cable, Installed	LF	0	$4.00	$0.00	$0.00	$0.00
40	L-110-5.1	Concrete Encased Electrical Duct Bank, 1W-2"C with Sawcut and Repair	LF	40	$250.00	$10,000.00	$75.00	$3,000.00
41	L-110-5.2	Non-Encased Electrical Conduit, 1W-2"C	LF	8,720	$8.50	$74,120.00	$26.00	$226,720.00
42	L-115-5.1	Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth	EA	1	$2,400.00	$2,400.00	$2,142.00	$2,142.00
43	L-125-5.1	L-849A Runway End Identification Lights System, Installed on Runway 36	LS	1	$35,000.00	$35,000.00	$38,700.00	$38,700.00
44	L-125-5.2	L-849A Runway End Identification Lights System, Installed on Runway 18	LS	1	$35,000.00	$35,000.00	$40,000.00	$40,000.00
45	L-125-5.3	Existing Stored L-852D(L) Low Profile Base Mounted In-pavement Runway Threshold Light, Installed on Existing Base	EA	2	$600.00	$1,200.00	$1,500.00	$3,000.00
46	L-125-5.4	Existing Stored L-852D(L) Low Profile Base Mounted In-pavement Runway Edge Light, Installed on New Base in Existing Pavement	EA	2	$1,800.00	$3,600.00	$2,400.00	$4,800.00
47	L-125-5.5	L-852D(L) Low Profile Base Mounted In-pavement Runway Threshold Light, Installed in Existing Pavement	EA	1	$3,500.00	$3,500.00	$6,252.00	$6,252.00
48	L-125-5.6	L-852D(L) Low Profile Base Mounted In-pavement Runway Threshold Light, Installed	EA	7	$3,000.00	$21,000.00	$6,500.00	$45,500.00
49	L-125-5.7	L-861(L) Base Mounted Runway Edge Light, Installed	EA	36	$1,800.00	$64,800.00	$2,320.00	$83,520.00
50	L-125-5.8	Existing Stored L-861(L) Base Mounted Runway Edge or Threshold Light, Installed on Existing Base	EA	11	$600.00	$6,600.00	$350.00	$3,850.00
51	L-125-5.8a	Existing Stored L-861(L) Base Mounted Runway Edge or Threshold Light, Installed on New Base	EA	2	$1,800.00	$3,600.00	$1,330.00	$2,660.00
52	L-125-5.9	L-881(L) Precision Approach Path Indicator System, Installed on Runway 36	LS	1	$60,000.00	$60,000.00	$72,125.00	$72,125.00
53	L-125-5.10	L-881(L) Precision Approach Path Indicator System, Installed on Runway 18	LS	1	$60,000.00	$60,000.00	$72,125.00	$72,125.00
54	L-125-5.11	Existing Stored L-858(L) Guidance Sign, Installed on New Base	EA	3	$8,500.00	$25,500.00	$3,700.00	$11,100.00
55	SP-C-01	Owner's Protective Insurance	LS	1	$5,000.00	$5,000.00	$50,000.00	$50,000.00
		TOTALS				$3,185,000.00		$4,995,978.00

Corrected Prices

CITY OF BENTONVILLE
RUNWAY 18-36 WIDENING (CONSTRUCTION - PHASE I)
BID TABULATION -SCHEDULE 2
BID OPENING: NOVEMBER 17, 2022; 2:00 PM LOCAL TIME

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Emery Sapp & Sons, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	$225,000.00	$225,000.00	$160,000.00	$160,000.00
2	SS-130-4.1	Trench and Excavation Safety Systems	LS	1	$30,000.00	$30,000.00	$7,760.00	$7,760.00
3	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	$12,000.00	$12,000.00	$12,050.00	$12,050.00
4	SS-300-5.2	Electrical Vault Modifications, Including Existing Runway Regulator Relocation	LS	0	$25,000.00	$0.00	$0.00	$0.00
5	SS-300-5.3	L-829, 2.5 kW Lighting Regulator, Installed	EA	0	$30,000.00	$0.00	$0.00	$0.00
6	SS-301-5.1	Existing Stake Mounted Edge Light, Removed	EA	0	$250.00	$0.00	$0.00	$0.00
7	SS-301-5.2	Existing Base Mounted Edge Light, Removed with Base Demolished	EA	0	$500.00	$0.00	$0.00	$0.00
8	SS-301-5.3	Existing Base Mounted Edge Light, Removed and Stored with Base Demolished	EA	12	$500.00	$6,000.00	$650.00	$7,800.00
9	SS-301-5.4	Existing Base Mounted Edge Light, Removed and Stored with Base to Remain and Blank Cover Installed	EA	4	$350.00	$1,400.00	$750.00	$3,000.00
10	SS-301-5.5	Existing Stake Mounted Edge Light, Relocated	EA	18	$1,200.00	$21,600.00	$820.00	$14,760.00
11	SS-301-5.6	Existing Guidance Sign, Removed and Stored with Base Demolished	EA	3	$1,100.00	$3,300.00	$780.00	$2,340.00
12	SS-301-5.7	Existing Concrete Encased Electrical Junction Structure, Removed	EA	3	$500.00	$1,500.00	$320.00	$960.00
13	SS-301-5.8	Replacement Incandescent Lamp, Installed in Existing Stake Mounted Edge Light	EA	18	$300.00	$5,400.00	$320.00	$5,760.00
14	SS-305-5.1	Directional Boring, 1-Way 2"C Polyethylene Conduit	LF	0	$30.00	$0.00	$0.00	$0.00
15	SS-310-5.1	Precision Approach Path Indicator Obstacle Clearance Surface and Light Signal Clearance Surface Checks	LS	0	$10,000.00	$0.00	$0.00	$0.00
16	SS-310-5.2	PAPI and REIL Flight Check Mobilization	LS	0	$5,000.00	$0.00	$0.00	$0.00
17	SS-407-9.1	ARDOT ACHM Surface Course (1/2") (PG 76-22)	TN	1,100	$205.00	$225,500.00	$330.00	$363,000.00
18	C-102-5.1	Temporary Erosion Control	LS	1	$20,000.00	$20,000.00	$22,000.00	$22,000.00
19	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	1	$259,700.00	$259,700.00	$420,000.00	$420,000.00
20	P-101-5.1	Pavement Removal	SY	30	$120.00	$3,600.00	$222.00	$6,660.00
21	P-101-5.2	Pavement Markings Removal	SF	59,700	$4.00	$238,800.00	$1.70	$101,490.00
22	P-101-5.3	Cold Milling (0-3" Depth)	SY	1,450	$12.00	$17,400.00	$36.00	$52,200.00
23	P-152-4.1	Unclassified Excavation	CY	6,800	$25.00	$170,000.00	$78.00	$530,400.00
24	P-152-4.2	Borrow Excavation (Stone Fill)	CY	4,100	$60.00	$246,000.00	$100.00	$410,000.00
25	P-152-4.3	Unsuitable Excavation (Stone Fill)	CY	4,700	$85.00	$399,500.00	$178.00	$836,600.00
26	P-209-5.1	Crushed Aggregate Base Course (13" Thickness)	SY	5,650	$30.00	$169,500.00	$56.00	$316,400.00
27	P-209-5.2	Separation Geotextile	SY	9,880	$5.00	$49,400.00	$6.00	$59,280.00
28	P-620-5.1a	Runway and Taxiway Marking (Reflective)	SF	32,400	$2.00	$64,800.00	$3.00	$97,200.00
29	P-620-5.1b	Runway and Taxiway Marking (Non-Reflective)	SF	44,100	$2.00	$88,200.00	$2.90	$127,890.00
30	P-621.5.1	Grooving	SY	32,500	$4.00	$130,000.00	$5.00	$162,500.00
31	D-705-5.1a	6" Underdrain Pipe	LF	140	$100.00	$14,000.00	$195.00	$27,300.00
32	D-705-5.1b	6" Non-Perforated Outfall Pipe	LF	200	$100.00	$20,000.00	$183.00	$36,600.00
33	D-705-5.2	Concrete Outlet Protector	EA	1	$3,000.00	$3,000.00	$5,400.00	$5,400.00
34	T-901-5.1	Seeding	AC	2.7	$6,000.00	$16,200.00	$7,200.00	$19,440.00
35	T-904-5.1	Sodding	SY	4,500	$6.00	$27,000.00	$8.50	$38,250.00

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	Emery Sapp & Sons, Inc. UNIT PRICE	Emery Sapp & Sons, Inc. AMOUNT
36	T-905-5.1	Topsoil (Obtained On-Site; 4" Thickness)	SY	17,250	$2.50	$43,125.00	$11.90	$205,275.00
37	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	4,300	$4.50	$19,350.00	$6.25	$26,875.00
38	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	4,200	$5.00	$21,000.00	$2.92	$12,264.00
39	L-108-5.3	18" Trench for Direct Earth Buried Cable, Installed	LF	4,200	$4.00	$16,800.00	$13.60	$57,120.00
40	L-110-5.1	Concrete Encased Electrical Duct Bank, 1W-2"C with Sawcut and Repair	LF	25	$250.00	$6,250.00	$75.00	$1,875.00
41	L-110-5.2	Non-Encased Electrical Conduit, 1W-2"C	LF	350	$8.50	$2,975.00	$16.90	$5,915.00
42	L-115-5.1	Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth	EA	0	$2,400.00	$0.00	$0.00	$0.00
43	L-125-5.1	L-849A Runway End Identification Lights System, Installed on Runway 36	LS	0	$35,000.00	$0.00	$0.00	$0.00
44	L-125-5.2	L-849A Runway End Identification Lights System, Installed on Runway 18	LS	0	$35,000.00	$0.00	$0.00	$0.00
45	L-125-5.3	Existing Stored L-852D(L) Low Profile Base Mounted In-pavement Runway Threshold Light, Installed on Existing Base	EA	2	$600.00	$1,200.00	$953.00	$1,906.00
46	L-125-5.4	Existing Stored L-852D(L) Low Profile Base Mounted In-pavement Runway Edge Light, Installed on New Base in Existing Pavement	EA	1	$1,800.00	$1,800.00	$6,600.00	$6,600.00
47	L-125-5.5	L-852D(L) Low Profile Base Mounted In-pavement Runway Threshold Light, Installed in Existing Pavement	EA	0	$3,500.00	$0.00	$0.00	$0.00
48	L-125-5.6	L-852D(L) Low Profile Base Mounted In-pavement Runway Threshold Light, Installed	EA	0	$3,000.00	$0.00	$0.00	$0.00
49	L-125-5.7	L-861(L) Base Mounted Runway Edge Light, Installed	EA	0	$1,800.00	$0.00	$0.00	$0.00
50	L-125-5.8	Existing Stored L-861(L) Base Mounted Runway Edge or Threshold Light, Installed on Existing Base	EA	7	$600.00	$4,200.00	$606.00	$4,242.00
51	L-125-5.8a	Existing Stored L-861(L) Base Mounted Runway Edge or Threshold Light, Installed on New Base	EA	5	$1,800.00	$9,000.00	$2,040.00	$10,200.00
52	L-125-5.9	L-881(L) Precision Approach Path Indicator System, Installed on Runway 36	LS	0	$60,000.00	$0.00	$0.00	$0.00
53	L-125-5.10	L-881(L) Precision Approach Path Indicator System, Installed on Runway 18	LS	0	$60,000.00	$0.00	$0.00	$0.00
54	L-125-5.11	Existing Stored L-858(L) Guidance Sign, Installed on New Base	EA	3	$8,500.00	$25,500.00	$8,250.00	$24,750.00
55	SP-C-01	Owner's Protective Insurance	LS	1	$5,000.00	$5,000.00	$50,000.00	$50,000.00
	TOTALS					$2,625,000.00		$4,254,062.00

Corrected Prices

CITY OF BENTONVILLE
RUNWAY 18-36 WIDENING (CONSTRUCTION - PHASE I)
BID TABULATION -SCHEDULE 1
BID OPENING: NOVEMBER 17, 2022; 2:00 PM LOCAL TIME

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	Emery Sapp & Sons, Inc. (As-Bid) ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	Emery Sapp & Sons, Inc. (Negotiated) ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	$150,000.00	$150,000.00	1	$122,000.00	$122,000.00
2	SS-130-4.1	Trench and Excavation Safety Systems	LS	1	$7,350.00	$7,350.00	1	$7,760.00	$7,760.00
3	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	$9,750.00	$9,750.00	1	$12,050.00	$12,050.00
4	SS-300-5.2	Electrical Vault Modifications, Including Existing Runway Regulator Relocation	LS	1	$22,140.00	$22,140.00	1	$22,140.00	$22,140.00
5	SS-300-5.3	L-829, 2.5 kW Lighting Regulator, Installed	EA	1	$33,250.00	$33,250.00	1	$33,250.00	$33,250.00
6	SS-301-5.1	Existing Stake Mounted Edge Light, Removed	EA	36	$283.00	$10,188.00	36	$283.00	$10,188.00
7	SS-301-5.2	Existing Base Mounted Edge Light, Removed with Base Demolished	EA	8	$450.00	$3,600.00	8	$450.00	$3,600.00
8	SS-301-5.3	Existing Base Mounted Edge Light, Removed and Stored with Base Demolished	EA	14	$583.00	$8,162.00	14	$583.00	$8,162.00
9	SS-301-5.4	Existing Base Mounted Edge Light, Removed and Stored with Base to Remain and Blank Cover Installed	EA	5	$367.00	$1,835.00	5	$367.00	$1,835.00
10	SS-301-5.5	Existing Stake Mounted Edge Light, Relocated	EA	0	$0.00	$0.00	0	$0.00	$0.00
11	SS-301-5.6	Existing Guidance Sign, Removed and Stored with Base Demolished	EA	3	$817.00	$2,451.00	3	$817.00	$2,451.00
12	SS-301-5.7	Existing Concrete Encased Electrical Junction Structure, Removed	EA	4	$370.00	$1,480.00	4	$370.00	$1,480.00
13	SS-301-5.8	Replacement Incandescent Lamp, Installed in Existing Stake Mounted Edge Light	EA	0	$0.00	$0.00	0	$0.00	$0.00
14	SS-305-5.1	Directional Boring, 1-Way 2"C Polyethylene Conduit	LF	250	$66.70	$16,675.00	250	$66.70	$16,675.00
15	SS-310-5.1	Precision Approach Path Indicator Obstacle Clearance Surface and Light Signal Clearance Surface Checks	LS	1	$5,226.00	$5,226.00	1	$5,226.00	$5,226.00
16	SS-310-5.2	PAPI and REIL Flight Check Mobilization	LS	1	$5,226.00	$5,226.00	1	$5,226.00	$5,226.00
17	SS-407-9.1	ARDOT ACHM Surface Course (1/2") (PG 76-22)	TN	1,100	$330.00	$363,000.00	1,100	$303.00	$333,300.00
18	C-102-5.1	Temporary Erosion Control	LS	1	$20,174.00	$20,174.00	1	$20,000.00	$20,000.00
19	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	1	$480,000.00	$480,000.00	1	$349,500.00	$349,500.00
20	P-101-5.1	Pavement Removal	SY	30	$222.00	$6,660.00	30	$222.00	$6,660.00
21	P-101-5.2	Pavement Markings Removal	SF	59,700	$1.70	$101,490.00	59,700	$1.70	$101,490.00
22	P-101-5.3	Cold Milling (0-3" Depth)	SY	1,450	$36.00	$52,200.00	1,450	$36.00	$52,200.00
23	P-152-4.1	Unclassified Excavation	CY	6,800	$78.00	$530,400.00	6,800	$25.00	$170,000.00
24	P-152-4.2	Borrow Excavation (Stone Fill)	CY	4,100	$100.00	$410,000.00	4,100	$98.00	$401,800.00
25	P-152-4.3	Unsuitable Excavation (Stone Fill)	CY	4,700	$178.00	$836,600.00	4,700	$123.00	$578,100.00
26	P-209-5.1	Crushed Aggregate Base Course (13" Thickness)	SY	5,650	$56.00	$316,400.00	5,650	$48.00	$271,200.00
27	P-209-5.2	Separation Geotextile	SY	9,880	$6.00	$59,280.00	9,880	$5.00	$49,400.00
28	P-620-5.1a	Runway and Taxiway Marking (Reflective)	SF	32,400	$3.00	$97,200.00	32,400	$3.00	$97,200.00
29	P-620-5.1b	Runway and Taxiway Marking (Non-Reflective)	SF	44,100	$2.90	$127,890.00	44,100	$2.90	$127,890.00
30	P-621.5.1	Grooving*	SY	32,500	$5.00	$162,500.00	0	$5.00	$0.00
31	D-705-5.1a	6" Underdrain Pipe	LF	140	$195.00	$27,300.00	140	$195.00	$27,300.00
32	D-705-5.1b	6" Non-Perforated Outfall Pipe	LF	200	$183.00	$36,600.00	200	$183.00	$36,600.00
33	D-705-5.2	Concrete Outlet Protector	EA	1	$5,400.00	$5,400.00	1	$5,400.00	$5,400.00
34	T-901-5.1	Seeding	AC	2.7	$7,200.00	$19,440.00	2.7	$7,200.00	$19,440.00
35	T-904-5.1	Sodding	SY	4,500	$8.50	$38,250.00	4,500	$8.50	$38,250.00
36	T-905-5.1	Topsoil (Obtained On-Site; 4" Thickness)	SY	17,250	$11.90	$205,275.00	17,250	$8.00	$138,000.00
37	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	21,000	$6.25	$131,250.00	21,000	$6.25	$131,250.00
38	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	8,850	$2.92	$25,842.00	8,850	$2.92	$25,842.00
39	L-108-5.3	18" Trench for Direct Earth Buried Cable, Installed	LF	0	$0.00	$0.00	0	$0.00	$0.00
40	L-110-5.1	Concrete Encased Electrical Duct Bank, 1W-2"C with Sawcut and Repair	LF	40	$75.00	$3,000.00	40	$75.00	$3,000.00

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	Emery Sapp & Sons, Inc. (As-Bid) ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	Emery Sapp & Sons, Inc. (Negotiated) ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
41	L-110-5.2	Non-Encased Electrical Conduit, 1W-2°C	LF	8,720	$26.00	$226,720.00	8,720	$26.00	$226,720.00
42	L-115-5.1	Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth	EA	1	$2,142.00	$2,142.00	1	$2,142.00	$2,142.00
43	L-125-5.1	L-849A Runway End Identification Lights System, Installed on Runway 36	LS	1	$38,700.00	$38,700.00	1	$38,700.00	$38,700.00
44	L-125-5.2	L-849A Runway End Identification Lights System, Installed on Runway 18	LS	1	$40,000.00	$40,000.00	1	$40,000.00	$40,000.00
45	L-125-5.3	Existing Stored L-852D(L) Low Profile Base Mounted In-pavement Runway Threshold Light, Installed on Existing Base	EA	2	$1,500.00	$3,000.00	2	$1,500.00	$3,000.00
46	L-125-5.4	Existing Stored L-852D(L) Low Profile Base Mounted In-pavement Runway Edge Light, Installed on New Base in Existing Pavement	EA	2	$2,400.00	$4,800.00	2	$2,400.00	$4,800.00
47	L-125-5.5	L-852D(L) Low Profile Base Mounted In-pavement Runway Threshold Light, Installed in Existing Pavement	EA	1	$6,252.00	$6,252.00	1	$6,252.00	$6,252.00
48	L-125-5.6	L-852D(L) Low Profile Base Mounted In-pavement Runway Threshold Light, Installed	EA	7	$6,500.00	$45,500.00	7	$6,500.00	$45,500.00
49	L-125-5.7	L-861(L) Base Mounted Runway Edge Light, Installed	EA	36	$2,320.00	$83,520.00	36	$2,320.00	$83,520.00
50	L-125-5.8	Existing Stored L-861(L) Base Mounted Runway Edge or Threshold Light, Installed on Existing Base	EA	11	$350.00	$3,850.00	11	$350.00	$3,850.00
51	L-125-5.8a	Existing Stored L-861(L) Base Mounted Runway Edge or Threshold Light, Installed on New Base	EA	2	$1,330.00	$2,660.00	2	$1,330.00	$2,660.00
52	L-125-5.9	L-881(L) Precision Approach Path Indicator System, Installed on Runway 36	LS	1	$72,125.00	$72,125.00	1	$72,125.00	$72,125.00
53	L-125-5.10	L-881(L) Precision Approach Path Indicator System, Installed on Runway 18	LS	1	$72,125.00	$72,125.00	1	$72,125.00	$72,125.00
54	L-125-5.11	Existing Stored L-858(L) Guidance Sign, Installed on New Base	EA	3	$3,700.00	$11,100.00	3	$3,700.00	$11,100.00
55	SP-C-01	Owner's Protective Insurance	LS	1	$50,000.00	$50,000.00	1	$7,500.00	$7,500.00
		TOTALS				$4,995,978.00			$3,855,859.00

*Grooving will be contracted separately

Negotiated Items

With the bid greater than the funding for the project, the City of Bentonville and Emery Sapp & Sons, Inc. entered into negotiations to reduce unit prices of the bid. The negotiated unit prices have been agreed upon by both parties and both parties agree to enter into a change order agreement for such prices upon award of a construction contract.

CITY OF BENTONVILLE

Name

Title

Date

[redacted]

Title: ASSISTANT VICE PRESIDENT

Date: 1/5/23

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Arkansas/Oklahoma Airports
District Office, Southwest Region

FAA ASW-630
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

September 13, 2022

Honorable Stephanie Orman
Mayor of Bentonville
Bentonville, AR 72712

Dear Mayor Orman:

The Grant Offer for Airport Improvement Program (AIP) **Project No. 3-05-0006-020-2022** at Bentonville Municipal/Louise M Thaden Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kathy Franklin, (817) 222-5697, katherine.franklin@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn Boles
Glenn Boles (Sep 13, 2022 12:29 CDT)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 13, 2022
Airport/Planning Area	Bentonville Municipal/Louise M Thaden Field Airport
FY2022 AIP Grant Number	3-05-0006-020-2022
Unique Entity Identifier	FLE5EGLSGK66

TO: City of Bentonville
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a **Project Application dated September 9, 2022**, for a grant of Federal funds for a project at or associated with the Bentonville Municipal/Louise M Thaden Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bentonville Municipal/Louise M Thaden Field Airport (herein called the "Project") consisting of the following:

Widen Runway 18/36 (Construction - Phase I)
Install Runway Vertical/Visual Guidance System - PAPIs (Construction)
Install Runway Vertical/Visual Guidance System - REILS (Construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and

(c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this **Offer is $2,503,317.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $2,503,317 for airport development

   The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before September 15, 2022**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –

a. Associated with performance under this Grant; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 2/26/21 is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

27. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:

    a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment;

    b. Prior to commissioning, assure the equipment meets the FAA's standards; and

    c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

28. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            a. Location of all runways, taxiways, and aprons;

            b. Dimensions;

            c. Type of pavement; and,

            d. Year of construction or most recent major rehabilitation.

        2. Inspection Schedule.

            a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

    a. Inspection date;

    b. Location;

    c. Distress types; and

    d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

29. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

    a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

        1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

        2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

        3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

        4. Qualifications of engineering supervision and construction inspection personnel;

        5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

        6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

        7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

            a. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the

type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

b. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

30. **Grants Issued on Estimates.** The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for: Widen Runway 18/36 (Construction Phase I), Install Runway Vertical/Visual Guidance System – PAPIs (Construction), Install Runway Vertical/Visual Guidance System – REILSs (Construction) ; and **the parties agree that within 180 days from the date of acceptance of this Grant Offer, the Sponsor will receive bids** for the project contained within the project description, which is more fully described in the Project Application. If, after the Sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Glenn Boles
Glenn Boles (Sep 13, 2022 12:29 CDT)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK Airports District Office

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated September 14, 2022

City of Bentonville
(Name of Sponsor)

Stephanie Orman
(Signature of Sponsor's Authorized Official)

By: Stephanie Orman
(Typed Name of Sponsor's Authorized Official)

Title: Mayor/City of Bentonville
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Bentonville**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of September 9, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH EMERY SAPP & SONS, INC., FOR THE RUNWAY 18-36 WIDENING, IN THE AMOUNT OF THREE MILLION EIGHT HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS ($3,855,859.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE THE SAME AMOUNT IN FAA GRANT FUNDS INTO ACCOUNT #101650 – 33110 – FEDERAL DIRECT GRANT AND APPROPRIATING THE SAME INTO ACCOUNT #101650 – 47390 – IMPROVEMENTS OTHER THAN BUILDING/OTHER; AND FOR OTHER PURPOSES.

WHEREAS, Emery Sapp & Sons, Inc. was the sole bidder for this project;

WHEREAS, this "Runway 18-36 Widening Project" will be funded through FAA grant funds comprised of FAA 3-05-0006-020-2022 funds, AIP, and BIL funds.

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

Section 1: The Mayor and City Clerk be and are hereby authorized to enter into an agreement for the "Runway 18-36 Widening Project", with Emery Sapp & Sons, Inc., in the amount of three million eight hundred fifty-five thousand eight hundred fifty-nine dollars ($3,855,859.00);

Section 2: The 2023 Budget should be adjusted to recognize FAA grant funds in the amount of three million eight hundred fifty-five thousand eight hundred fifty-nine dollars into Account #101650-33110 – Federal Direct Grant and appropriate the same to Account #101650-47390 – Improvements other than Building/Other;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/24/2023**
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):*

Informational presentation on the options for redistricting the voting wards of the City of Bentonville.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

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

City of Bentonville Redistricting 2023

Redistricting is the process of adjusting or redrawing the geographical boundary that represents voting districts for political and/or school districts. Every resident who lives within the boundary of the Bentonville city limits has a District (Ward) assigned to them for voting and representation purposes.

The City of Bentonville is currently split into four Voting Wards with two City Council Members/Representatives in each respective Ward. The wards are currently as follows: Ward 1 in the northeast, Ward 2 in the northwest, Ward 3 in the southwest and Ward 4 in the southeast.

(See the map named "Current Voting Wards")

The current Wards were created in 2017 based on a methodology focused on address points that the City of Bentonville maintains as part of the data structure and basemap through the GIS Department. The Address points are classified as Single-Family Residences (2.65 persons per unit) and Multi-Family Residences (1.67 persons per unit) and are combined with a multiplier assigned by the 2014 *Five-Year American Community Survey* (ACS) based on each classification of residence type. The addresses multiplied by each classification multiplier gave a total population for the City of Bentonville. Once the population was calculated a 1000'x1000' grid was created for the whole city boundary and population was split by each square and assigned accordingly to each of the four Voting Wards by the Districting tool within ESRI ArcMap Software.

Redistricting occurs after each decennial census in congressional districts and state and county legislative seats. The City of Bentonville chose to adjust ward lines in 2017 due to the City's past and continuing growth patterns. The methodology used for the current Voting Wards was based on the best data that was available in 2017. Since that adjustment, there has been continuing significant growth in Bentonville. The population counts for each Voting Ward currently is displayed in the table below:

City of Bentonville	
Voting Ward	***Population***
1	11230
2	11235
3	18918
4	13841

The percent difference between Ward 3 (highest population) and Ward 1 (lowest population) is 50.99%.

The standard set for the deviation between the highest and lowest populated wards historically has been set as 10% or less. As the Wards currently stand, there is a 50.99% deviation between the highest and lowest populated wards. Therefore, a re-evaluation is appropriate to consider for the City of Bentonville.

Bentonville GIS staff met with Stephanie Shaw from the Northwest Arkansas Regional Planning Commission in December 2021 to receive training in how other cities/agencies in the state of Arkansas have been redistricting their Voting Wards. The methodology adopted by many cities in Arkansas is widely used throughout the United States and combines Census Blocks population numbers with US House and Senate boundaries, School District boundaries and major roads where possible to create an even representation of population and City Council Representation between wards. Population numbers in this methodology are based solely on Census Data from the 2020 Census. After receiving this training our GIS staff created one plan for redistricting focused on this same methodology and that is represented by the map named ***"Voting Wards Based on 2020 Census Blocks."***

The Second method that GIS staff used to redistrict the wards was based on a similar methodology to the Districting method used in 2017. The address points for Bentonville were combined with new multipliers set by the 2019 *Five-Year American Community Survey* (ACS). Single-Family Residences were multiplied by 2.77 and Multi-Family Residences were multiplied by 1.79. This method also accounts for projected growth in Bentonville as it includes "Pre-Addresses" that are assigned to residences that are assigned an "In-Progress" status through the permitting/planning processes administered by the City. This method gave the overall population associated with the address points which were then combined with the geographic location of the Census Blocks. This allowed for GIS staff to use the same geographical locations as the Census Blocks, but allowed them to use the data based on the address points for the city. Then wards were adjusted accordingly. This method is represented in the map named ***"Voting Wards Based on Address Points (+ Pre/Projected)."***

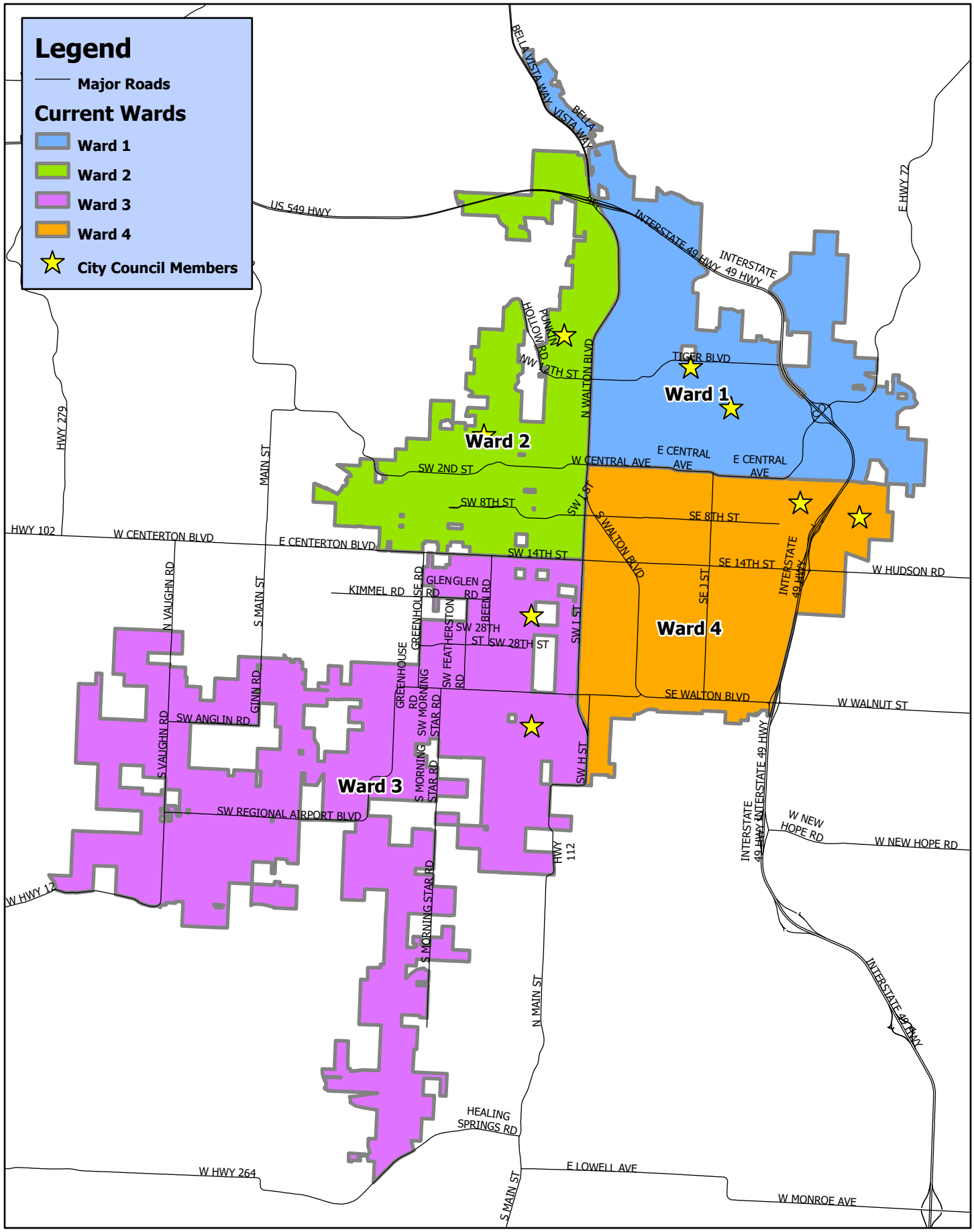
(3 Map attachments)

Population Numbers Per method are as follows:

Current Voting Wards	
Voting Ward	***Population***
1	11230
2	11235
3	18918
4	13841

Wards by Census Blocks	
Voting Ward	***Population***
1	13299
2	13505
3	14075
4	13425

Wards by Address Points (+ Pre/Projected)	
Voting Ward	***Population***
1	17206
2	17281
3	17023
4	17517



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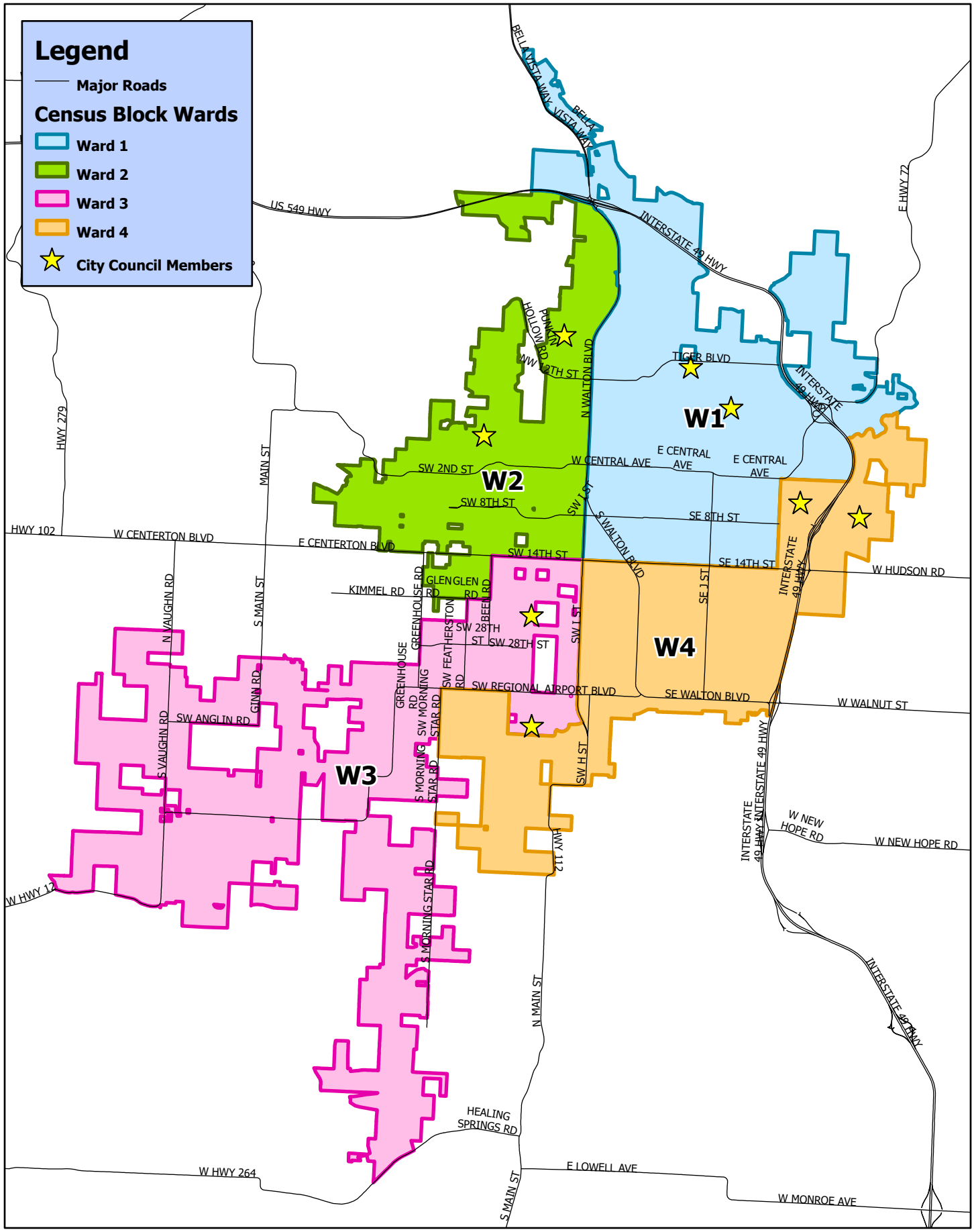
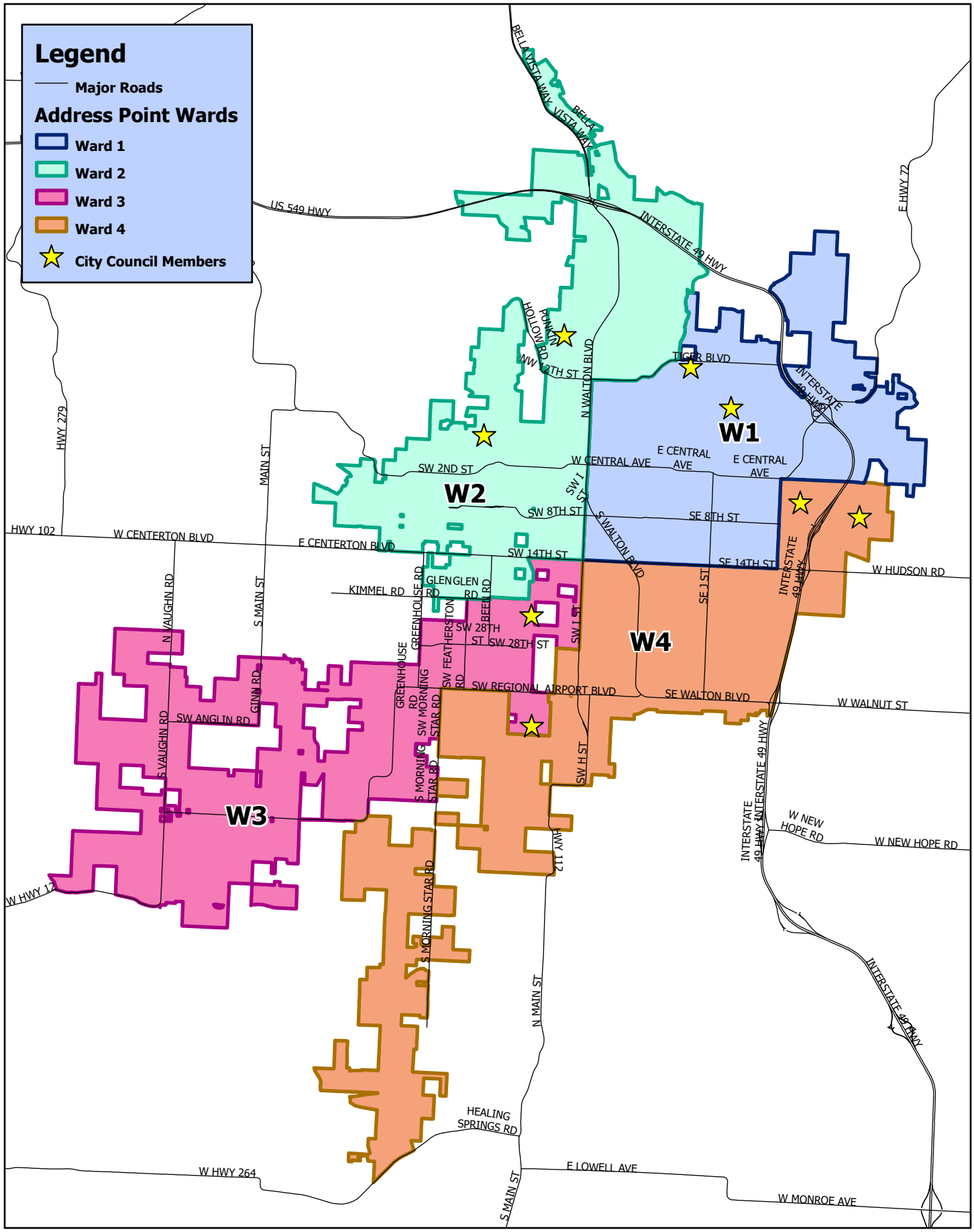
Current Voting Wards

Map Created: 6/10/2023



Map Created: 10/10/2023



N

Voting Wards Based on Address Points (+Pre/Projected)

Map Created: 01/10/2023

THE CITY OF BENTONVILLE

THE CITY OF BENTONVILLE

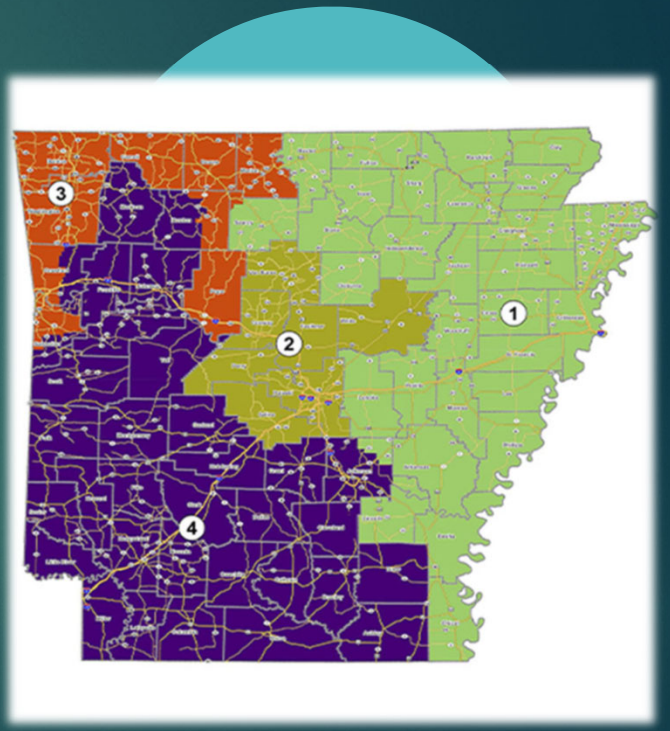
GIS DEPARTMENT

Redistricting Voting Wards

What is Redistricting?

- Process of adjusting or redrawing geographic boundaries that represent the following:
  - Voting Districts
  - School Districts
  - Congressional or Legislative Districts

- Redistricting is necessary for maintaining equal representation throughout the city.
  - ***Standard % Difference between districts/wards is 10% or less.***



*Current Congressional Districts 2021

Current Voting Wards Methods:

- Used Address Points that the GIS Department maintains
  - Addresses are Classified as: 1) Single-Family or 2) Multi-Family
    - Multipliers for each classification is as follows:
      - Single-Family Residences = 2.65 persons per unit
      - Multi-Family Residences = 1.67 persons per unit

      Based on 2014 Five-Year American Community Survey (ACS)
- Addresses combined with Grid over city to associate population with locations.
- Then Wards were designed based on balanced population and where possible, based on balanced physical area.

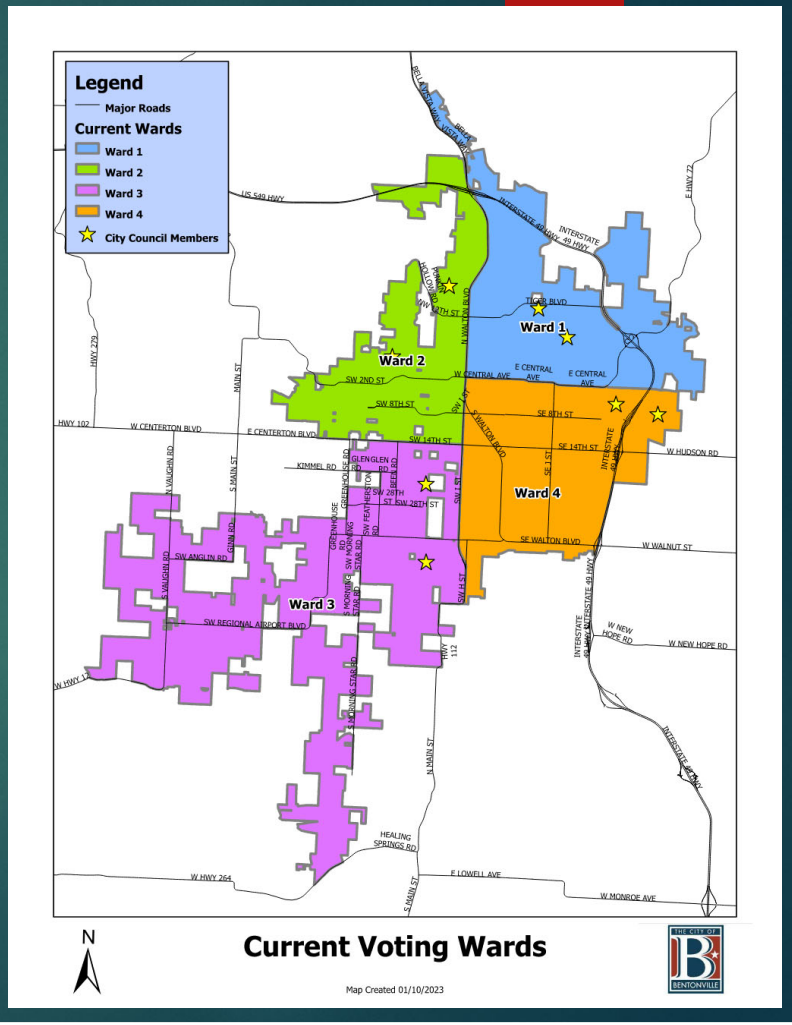
Current Status of COB Voting Wards:

Voting Wards Details:

- 4 Voting Wards
- 2 City Council Members per Ward
- Physical Locations of Wards:
  - Ward 1 – Northeast
  - Ward 2 – Northwest
  - Ward 3 – Southwest
  - Ward 4 – Southeast

City of Bentonville Current Voting Wards	
Voting Ward	**Population**
1	**11230**
2	**11235**
3	**18918**
4	**13841**

The percent difference between Ward 3 (highest population) and Ward 1 (lowest population) is 50.99%.



Census Block Voting Wards Methods:

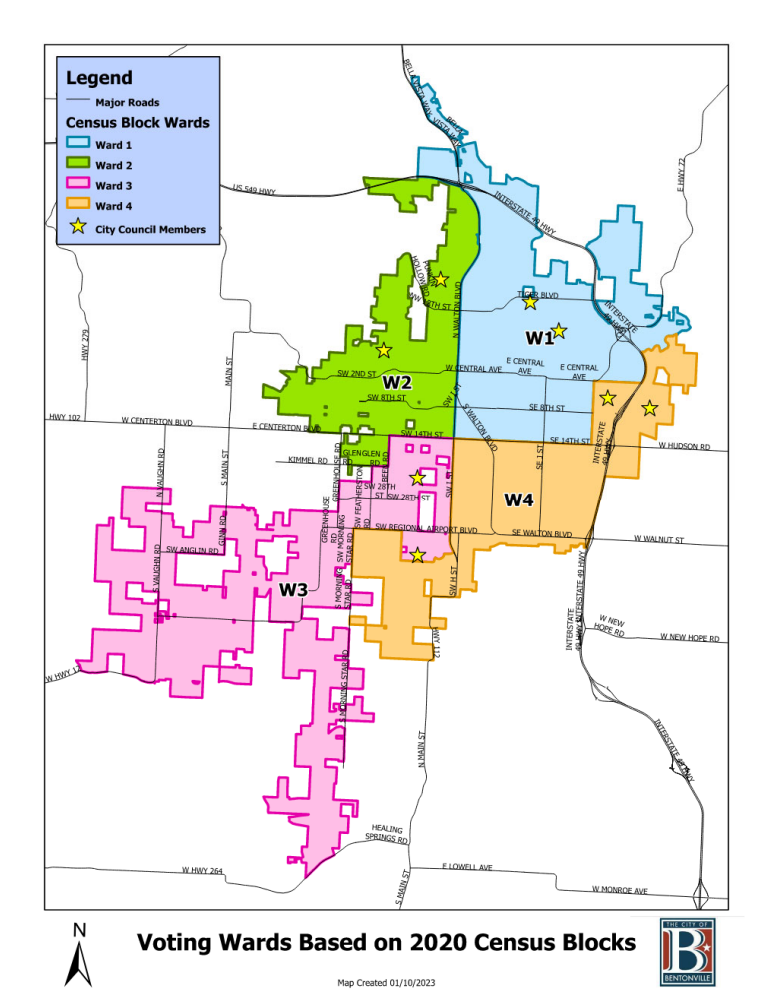
- Met with Northwest Arkansas Regional Planning Commission to receive training in the use of a toolset for Redistricting using the 2020 Census block data.
- Combines Census Blocks population numbers with US House and Senate boundaries, School District boundaries and major roads where possible to create an even representation of population and City Council Representation between voting wards.
- Population numbers in this methodology are based solely on Census Data from the 2020 Census.
- This method is used widely throughout the US and in other cities in Arkansas.
- ***NOTE: This data is already 3+ years out of date***.

Plan 1: Voting Wards by Census Blocks

Census Block Voting Ward Details:

- 4 Voting Wards
- 2 City Council Members per Ward
- Physical Locations of Wards:
  - Ward 1 – Northeast
  - Ward 2 – Northwest
  - Ward 3 – Southwest
  - Ward 4 – Southeast

Wards by Census Blocks	
Voting Ward	**Population**
1	13299
2	13505
3	14075
4	13425



Address Points Voting Ward Methods:

- Similar Methods to Redistricting in 2017:
  - Address Points maintained by COB GIS were used for calculations, as well as Pre-Addresses and Projected addresses (projects submitted and in-progress through the planning process)
    - Multipliers by Residence Classification:
      - Single-Family Residences = 2.77
      - Multi-Family Residences = 1.79

      Based on 2019 Five-Year American Community Survey (ACS)
- Combines Address Points with physical Census Blocks. US House and Senate boundaries, School District boundaries and major roads were used to define boundaries where possible to create an even representation of population and City Council Representation between voting wards.
- This method accounts for future growth and development within the city.

*****THE GIS DEPARTMENT RECOMMENDS THIS METHOD FOR REDISTRICTING*****

EXAMPLE SHOWING ADDRESS POINTS

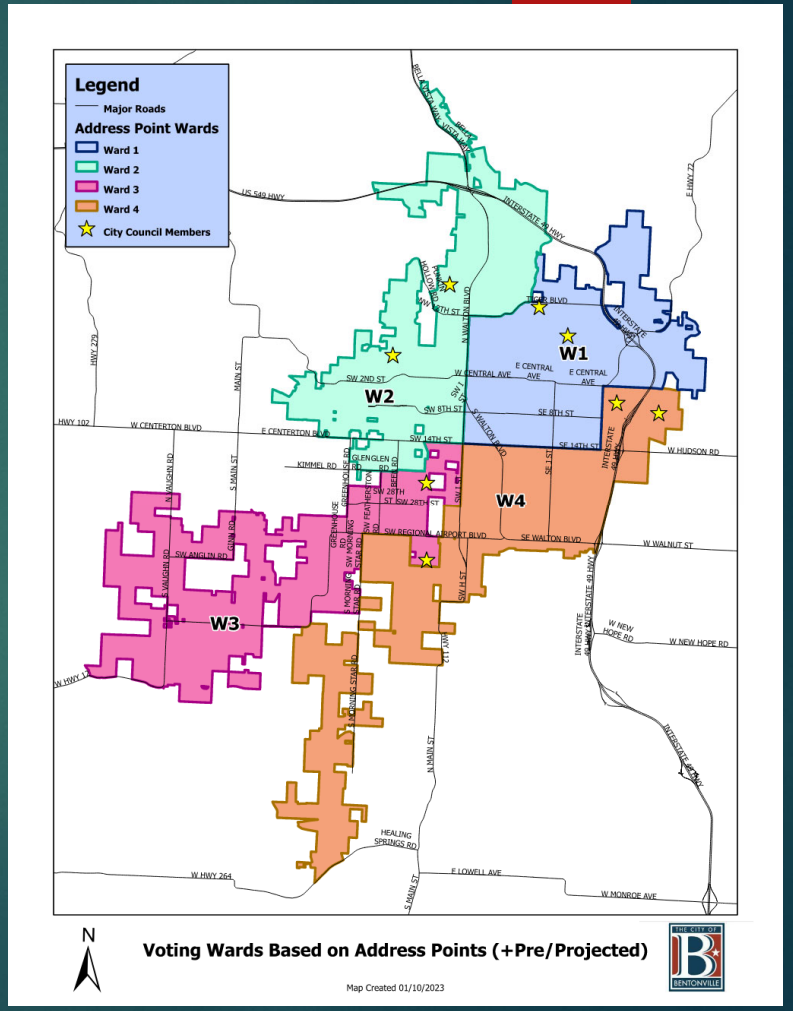
Plan 2: Voting Wards by Address Points

******The GIS Department recommends this method******

Address Point Voting Ward Details:

- 4 Voting Wards
- 2 City Council Members per Ward
- Physical Locations of Wards:
  - Ward 1 – Northeast
  - Ward 2 – Northwest
  - Ward 3 – Southwest
  - Ward 4 – Southeast

Wards by Address Points (+ Pre/Projected Growth)	
Voting Ward	**Population**
1	17206
2	17281
3	17023
4	17517



City of Bentonville Current Voting Wards	
Voting Ward	Population
1	11230
2	11235
3	18918
4	13841

Wards by Census Blocks	
Voting Ward	Population
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3	14075
4	13425

Wards by Address Points (+ Pre/Projected Growth)	
Voting Ward	Population
1	17206
2	17281
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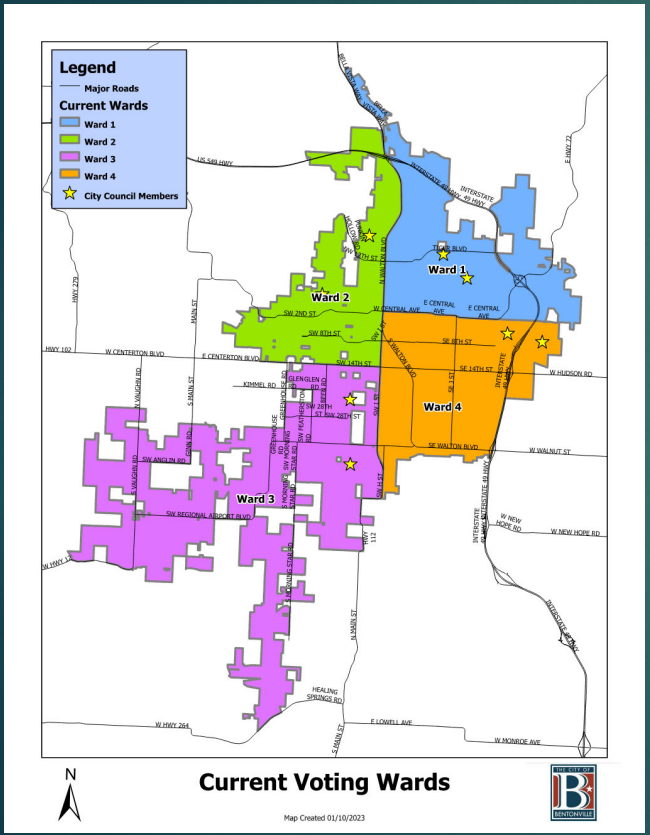
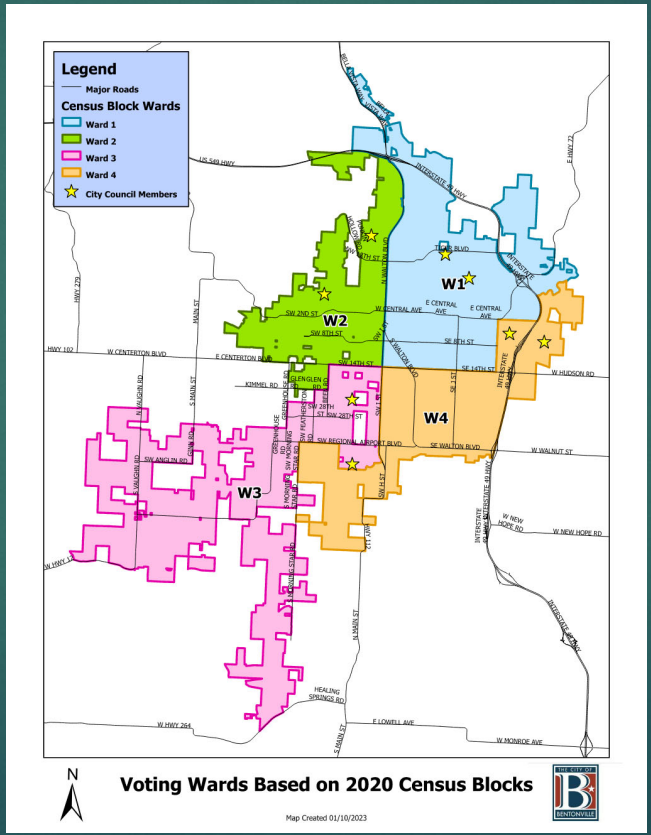
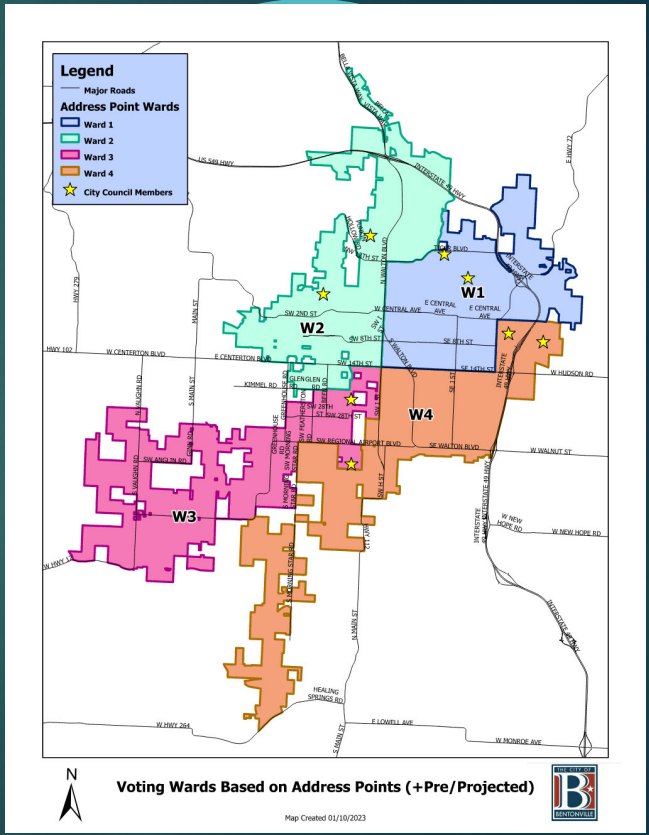
4	17517

GIS Maps:


Legend
Major Roads
Current Wards
Ward 1
Ward 2
Ward 3
Ward 4
City Council Members
Ward 1
Ward 2
Ward 3
Ward 4
N
Current Voting Wards
Map Created 01/10/2023


Legend
Major Roads
Census Block Wards
Ward 1
Ward 2
Ward 3
Ward 4
City Council Members
W1
W2
W3
W4
N
Voting Wards Based on 2020 Census Blocks
Map Created 01/10/2023


Legend
Major Roads
Address Point Wards
Ward 1
Ward 2
Ward 3
Ward 4
City Council Members
W1
W2
W3
W4
N
Voting Wards Based on Address Points (+Pre/Projected)
Map Created 01/10/2023

Questions?

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tcouch@bentonvillear.com