



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, February 28, 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 February 28, 2023:**

https://us02web.zoom.us/webinar/register/WN_oNuimOCgTkiqt0uiGad3ww

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: February 14, 2023

AGENDA

1. Planning:

1a. Ordinance accepting a Lot Split of the east ½ of Lot 9, Block 16 of Railroad Addition; creating new Lot 19, Block 16 of Railroad

Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS23-0004) 303 SE Henry Street.

(Pages 9-11)

The Planning Commission voted 7-0, recommending approval.

A lot split of the east half of existing Lot 9, Block 16 of Railroad Addition, creating new Lot 19 (+/- 0.20 acres), Block 16 of Railroad Addition. The plat dedicates additional right-of-way along SE Henry Street, as well as new utility easements to serve the newly created lots.

- 1b. **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: RZ23-0007) 204, 206, & 214 SW Glover Street.**

(Pages 12-16)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which the proposed rezoning of DN-2 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 highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

DN-2 zoning is compatible with the Future Land Use Map. The proximity to West Central Avenue, a collector, would lend appropriateness to this request in that denser uses are more compatible with that level of street. Additionally, the existing zoning pattern shows a mix of R-1, Low Density Single-family Residential and DN-2, Downtown Medium-density Residential in this area.

- 1c. **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-1, Downtown Low Density Residential; and for other purposes (Project Number: RZ23-0009) 203 NW D Street.**

(Pages 17-21)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which the proposed rezoning of DN-1 is compatible. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. 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 highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

The requested DN-1 zoning designation's is to preserve the established development pattern of portions of the downtown neighborhoods that are

predominantly single-family with lots generally larger than 60 feet in width. This request is consistent with the Future Land Use Map and Zoning District Alignment Policy.

- 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-1, Downtown Low Density Residential; and for other purposes (Project Number: RZ23-0010) 205 NW D Street.**

(Pages 22-25)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which the proposed rezoning of DN-1 is compatible. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. 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 highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

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- 1e. **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: RZ23-0014) 1109 NE Monroe Street.**

(Pages 26-30)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which the proposed rezoning of DN-2 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 highlights reinvestment in urban neighborhoods in and around Downtown Bentonville. This request is consistent with the Future Land Use Map and Zoning District Alignment Policy.

NOTE: *The above rezoning request was originally for R-1 to DN-4 but was amended by the applicant to DN-2 during the 2/21/2023 Planning Commission. This amended request for DN-2 zoning will not require a resolution to amend the future land use map.*

2. Resolution to establish a Short Term Rentals Work Group that identifies membership, administrative structure, and deliverable timelines as recommended by City Council.

(Pages 31-33)

3. Utility Board:
- 3a. Resolution to award IFB 23-09 for transmission wood poles to the lowest qualified bidder as shown on the attached bid tabulation in the amount of \$373,466.00 plus applicable taxes. Approved by Utility Board 5-0. This is a Budgeted Item.
(Pages 34-37)
- 3b. Ordinance waiving the requirements for competitive bidding and entering into an agreement with Stuart Irby for the purchase of an estimated 100,000 ft of 1/0 underground primary wire at \$3.146/ft for an estimated total amount of \$314,600.00 plus applicable taxes. Approved by Utility Board 5-0. This is a Budgeted Item.
(Pages 38-44)
- 3c. Ordinance waiving the requirements for competitive bidding and entering into an agreement with AECEI to purchase single phase transformers for \$498,750.00 plus applicable taxes. Approved by Utility Board 5-0. This is a Budgeted Item.
(Pages 45-48)
- 3d. Ordinance waiving the requirements for competitive bidding and entering into an agreement with AECEI to purchase 3 phase transformers for \$250,428.00 plus applicable taxes. Approved by Utility Board 5-0. This is a Budgeted Item.
(Pages 49-52)
- 3e. Ordinance waiving the requirements for competitive bidding and entering into an agreement with AECEI for the purchase of (2) 1000kva 277/480 3 phase transformers for \$65,130.00 plus applicable taxes. Approved by Utility Board 5-0. This is a Budgeted Item.
(Pages 53-56)
4. Ordinance to amend the Public Works section of Ordinance 2018-36 establishing the city cemetery's schedule of fees and pricing. This ordinance will affect only the Public Works section of Ordinance 2018-36 and will not change any other department's schedule of fees or pricing. No Budget Adjustment is needed.
(Pages 57-61)
5. Ordinance for a Bid Waiver to Symtech for the purchase of a Roll-Over simulator in the amount of \$59,779.34 and approving a Budget Adjustment to accept and utilize ACT 833 for the purchase. A Budget Adjustment is needed to recognize funds.
(Pages 62-71)
6. Ordinance for a Bid Waiver to 908 Devices Inc. for the purchase of a MX908 Handheld High Pressure Mass Spectrometer in the amount of \$104,072.00, plus applicable taxes estimated to be \$9,886.84 for a total of \$113,958.84. 908 Devices Inc. is a sole source supplier for this device, making it not feasible to solicit competitive bids. This is a budgeted item.
(Pages 72-80)
7. Ordinance approving a bid waiver to Downtown Bentonville Inc. and authorizing the Mayor and Clerk enter into an agreement for services for 2023. This is a Budgeted Item.
(Pages 81-88)
8. Resolution authorizing Mayor and City Clerk to enter accept a \$261,000.00 grant from the Walton Family Foundation for Pickleball Courts at Creekside Park, and authorizing budget adjustment in the same amount for fund the project. Budget Adjustment needed to recognize funds.
(Pages 89-97)
9. Resolution to enter into an Agreement with WT Equipment Transfer Holding Company/DBA Bobcat of Northwest Arkansas through participation in the Sourcewell Cooperative Contract, Contract Number 040319-CEC, to purchase

Bobcat UW56 Toolcat Utility Work Machine in the amount of \$66,950.00, plus applicable taxes estimated to be \$6,306.50 for a total of \$73,310.25. This is a budgeted item. **(Pages 98-102)**

10. Resolution to Award Bid IFB-23-02 to Titan Lawn and Landscape, LLC, for mowing services as needed throughout the year at a weekly rate of \$2,217.38, for an annual estimated total of \$66,521.40 per the unit prices attached. This is a budgeted item being awarded to the lowest qualified bidder. **(Pages 103-106)**
11. Resolution to Award Bid IFB-23-01 to Ace of Blades to perform an estimated four (4) herbicide and fertilizer applications to turf areas at seventeen (17) City of Bentonville Parks for an annual estimated total of \$21,536.64, per the unit prices attached. This is a budgeted item being awarded to the lowest qualified bidder. **(Pages 107-110)**
12. Resolution authorizing the City to apply for Federal Carbon Reduction Program Funds to aid in the construction of the Southwest Bentonville Trail - Morning Star Road to Vendor Boulevard. **(Pages 111-113)**
13. Resolution setting a public Hearing for March 14, 2023 to vacate a Drainage and Utility Easement located at Lot 7A and Lot 30 of The Bluffs Subdivision Phase 1 (VAC23-0001). **(Pages 114-116)**
14. Resolution setting a public Hearing for March 14, 2023 to vacate a Utility Easement located at Lot 12 of Allen Subdivision, 406 S Walton (VAC23-0002). **(Pages 117-121)**
15. Resolution accepting a bid award # IFB-23-05 for the purchase of a 2022 or newer asphalt distributor, skid mounted. This is a budgeted item awarded to the lowest qualified bidder. **(Pages 122-155)**
16. Resolution awarding Bid IFB-23-11 to Crossland Heavy Contractors, Inc. in an amount of \$3,546,278.70 for construction of Drainage Improvements-Little Osage Creek Tributary 2 (Re-Bid) (PIIP22-0009) . The Crossland Heavy Bid was the only Bid received in response to IFB-23-11 with a total bid price under the Engineer's Opinion of Probable Cost; Staff and the Engineer recommend proceeding with award. This Contract is being paid for with 2021 Bond Funds. **(Pages 156-161)**
17. State of the City Report – Mayor Stephanie Orman.



City Council Agenda Items
For the City Council Meeting of February 28, 2023
From the February 21, 2023 Planning Commission Meeting

1. **Ordinance accepting a Lot Split of the east ½ of Lot 9, Block 16 of Railroad Addition; creating new Lot 19, Block 16 of Railroad Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS23-0004) 303 SE Henry Street.**

The Planning Commission voted 7-0, recommending approval.

A lot split of the east half of existing Lot 9, Block 16 of Railroad Addition, creating new Lot 19 (+/- 0.20 acres), Block 16 of Railroad Addition. The plat dedicates additional right-of-way along SE Henry Street, as well as new utility easements to serve the newly created lots.

2. **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: RZ23-0007) 204, 206, & 214 SW Glover 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 the proposed rezoning of DN-2 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 highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

DN-2 zoning is compatible with the Future Land Use Map. The proximity to West Central Avenue, a collector, would lend appropriateness to this request in that denser uses are more compatible with that level of street. Additionally, the existing zoning pattern shows a mix of R-1, Low Density Single-family Residential and DN-2, Downtown Medium-density Residential in this area.

3. **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-1, Downtown Low Density Residential; and for other purposes (Project Number: RZ23-0009) 203 NW D Street.**

The Planning Commission voted 7-0, recommending approval.

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5. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential; and for other purposes (Project Number: RZ23-0014) 1109 NE Monroe 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 the proposed rezoning of DN-2 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 highlights reinvestment in urban neighborhoods in and around Downtown Bentonville. This request is consistent with the Future Land Use Map and Zoning District Alignment Policy.

NOTE: *The above rezoning request was originally for R-1 to DN-4 but was amended by the applicant to DN-2 during the 2/21/2023 Planning Commission. This amended request for DN-2 zoning will not require a resolution to amend the future land use map.*



Consent Agenda Items

For the Planning Commission meeting on February 21, 2023

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

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

Lot Split: Lot 19, Block 16 of Railroad Addition, Josh and Christina Barker, 303 SE Henry Street, DN-3, Downtown High Density Residential, *LS23-0004*

A lot split of the east half of existing Lot 9, Block 16 of Railroad Addition, creating new Lot 19 (+/- 0.20 acres), Block 16 of Railroad Addition. The plat dedicates additional right-of-way along SE Henry Street, as well as new utility easements to serve the newly created lots.



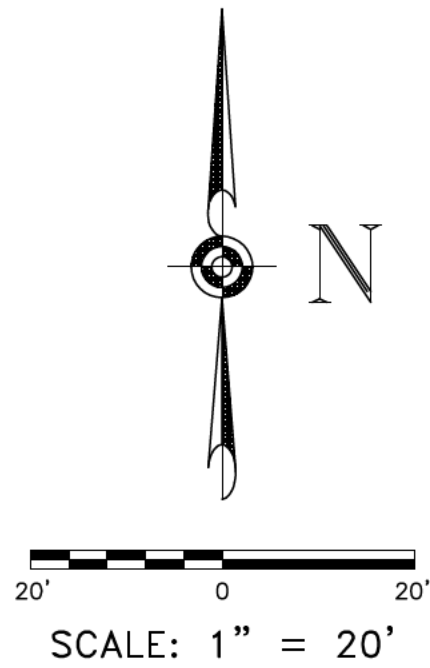
Legend

 Pending Planning Commission Items


1 inch = 100 feet

LS23-0004 2/21/23
LOT SPLIT
RAILROAD ADDITION
LOT 9 BLOCK 16 CREATING LOT 19





ZONING NOTE: ZONED DN-3
SETBACKS SHALL BE PER THE
CURRENT ZONING DISTRICT AS
STATED IN THE MOST RECENT CITY
OF BENTONVILLE ZONING CODE. FOR
MORE INFO VISIT WWW.BENTONVILLE
PLANNING.COM OR CALL THE
PLANNING DEPARTMENT @
479-271-3122.

NOTE: 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.

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

NOTE: 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.

NOTE: IT IS THE RESPONSIBILITY OF
THE DEVELOPER TO COORDINATE WITH
THE NEW SERVICE COORDINATOR @
479-271-3139 TO DETERMINE IF
EQUIPMENT IS IN CONFLICT.

NOTE: 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

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

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

NOTE: 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.

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

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION _____

BENTONVILLE PLANNING COMMISSION CHAIR _____

MAYOR, CITY OF BENTONVILLE _____

CITY CLERK, CITY OF BENTONVILLE _____

CERTIFICATE OF OWNERSHIP

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

DATE OF EXECUTION: _____

SIGNED: _____

PRINTED OWNER NAME: _____

SOURCE OF TITLE:
W.D. L202182757

STATE OF ARKANSAS

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY

OF _____ 20____.

NOTARY PUBLIC SIGNATURE _____

LEGEND

●	MONUMENT FOUND (AS NOTED)
○	SET 5/8" REBAR W/CAP OR NAIL
○	W/WASHER UNLESS OTHERWISE
○	NOTED
○	UTILITY POLE
○	WATER METER
○	TELEPHONE RISER
○	TELEPHONE BOX
○	GUY WIRE
□	WOOD FENCE
x	CHAIN FENCE
- - -	CENTERLINE
- - -	OFFSITE LOT LINES
- - -	LOT LINES
- - -	EASEMENT

Notes:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:
Easements, other than possible easements which are visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which on accurate and current title search may disclose.
2. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
3. Basis of Bearings: Arkansas State Plane Coordinate system Arkansas-North: Bentonville GPS #1, N746496.56, E661509.95, NAVD 88 1289.05, Convergence -01°17'11".
4. This survey is valid only if the drawing includes the seal and signature of the surveyor.
5. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
6. The hereon described property is classed Urban.
7. Subsurface and environmental conditions were not examined nor considered a part of this survey.
8. 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.
9. Flood Hazard Certification: This is to certify that by graphic plotting only, this property (the subject property surveyed) is within Zone X, areas determined to be outside the 0.2% annual chance floodplain, as per FEMA FIRM Map Community Map Number 05007C0255K, effective date, June 5, 2012 based upon our interpretation of the location of the flood hazard boundary limits in relation to the property lines.

01-03853-000 TRACT DESCRIPTION (DEED L202182757)

THE EAST 1/2 OF LOT 9, BLOCK 16, RAILROAD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS PART TO THE NW1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST, DESCRIBED AS BEGINNING AT A POINT 183.5 FEET SOUTH AND 54 FEET EAST OF THE NW CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 32; THENCE SOUTH 163 FEET; THENCE EAST 54 FEET; THENCE NORTH 163 FEET; THENCE WEST 54 FEET, MORE OR LESS TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT OF WAY OF HENRY STREET ON THE SOUTH SIDE THEREOF.

LOT 19 DESCRIPTION:

PART OF LOT 9, BLOCK 16 IN RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "A" AT PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND REBAR WITH CAP 1642 AT THE NORTHEAST CORNER OF LOT 9, BLOCK 16 OF RAILROAD ADDITION, THENCE S02°06'40"W A DISTANCE OF 157.88 FEET TO A SET REBAR WITH CAP 1636; THENCE N87°15'24"W A DISTANCE OF 54.09 FEET TO A FOUND REBAR WITH CAP 1636; THENCE N02°11'07"E A DISTANCE OF 158.13 FEET TO A FOUND REBAR WITH CAP 1636; THENCE S86°58'52"E A DISTANCE OF 53.88 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.20 ACRES MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS AND RIGHTS OF WAY OF RECORD OR FACT.

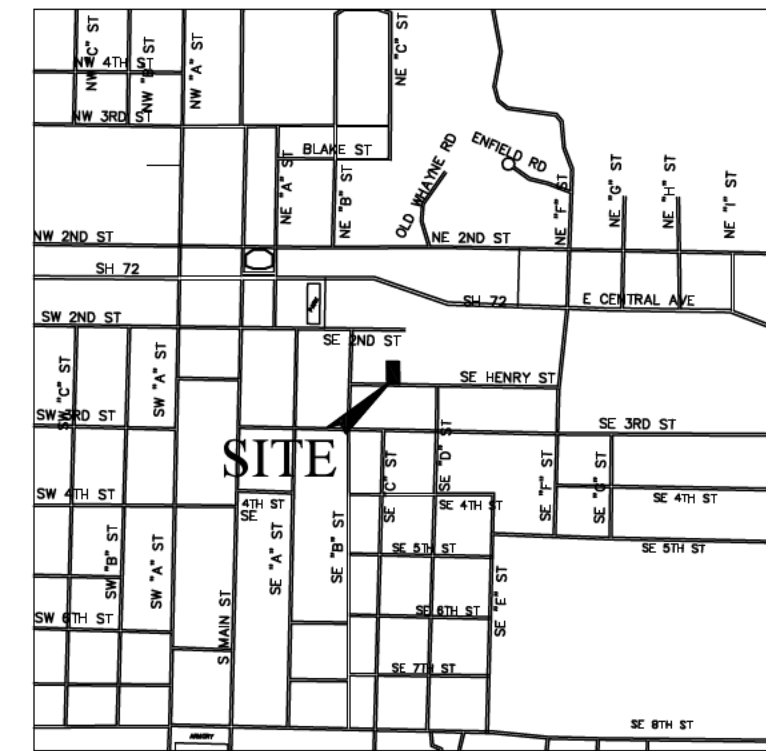
CERTIFICATE OF SURVEYING ACCURACY

I, GRANT NEVILL, 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: _____

SIGNED: _____

ARKANSAS LS NO.1636



VICINITY MAP
N.T.S.

REVISIONS

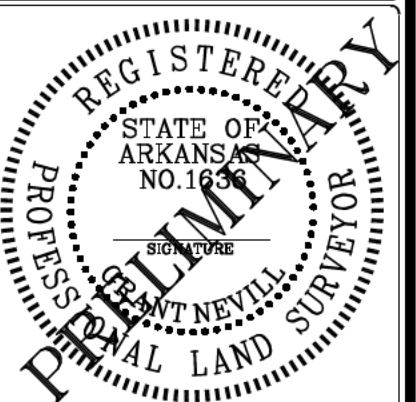
NO.	DATE	DESCRIPTION
1	01/26/23	1st Sub Comments
2	02/10/23	2nd Sub Comments

CLIENT/OWNER:

BARKER, JOSH & CHRISTINA
303 SE HENRY
BENTONVILLE AR 72712
704-280-7970

LOT SPLIT

EAST 1/2 LOT 9, BLOCK 16
RAILROAD ADDITION
CREATING LOT 19, BLOCK 16
RAILROAD ADDITION
BENTONVILLE, ARKANSAS



SURVEYOR

Nevill Surveying, LLC
705 NW D Street
Bentonville, AR 72712
479-790-7264

edagen@sbglobal.net

PLS: GEN

CAD: GEN

FIELD: HTN

FIELD: GEN

DWG: 2022-0006 Split

DATE: JAN. 13, 2023

SHEET: 1 OF 1

CITY PROJECT #LS23-0004

ATLAS PAGE 404

500-20N-30W-0-32-400-04-1636

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF EAST ½ OF LOT 9, BLOCK 16 OF
RAILROAD ADDITION; CREATING NEW LOT 19, BLOCK 16 OF RAILROAD
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER
PURPOSES. (PROJECT NUMBER: LS23-0004)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of EAST ½ OF LOT 9, BLOCK 16 OF RAILROAD ADDITION, creating new LOT 19, BLOCK 16 OF RAILROAD ADDITION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 21, 2023;

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

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

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

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

Section 1: That the lot split of EAST ½ OF LOT 9, BLOCK 16 OF RAILROAD ADDITION creating new LOT 19, BLOCK 16 OF RAILROAD ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Freeman Living Trust

204, 206, & 214 Southwest Glover Street

PC Date: 2/21/2023

Reviewer: Keegan Stanton, Senior Planner, AICP

Project Number	RZ23-0007
Applicant / Current Owner	Will Kellstrom
Site Area	+/- 0.86 Acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)

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

Location Map



Property Description

This property is located at 204, 206, and 214 Southwest Glover Street. The property is currently zoned R-1, Low Density Single Family Residential with a future land use designation of Medium-Density Residential. Adjacent property zoning districts include R-1 as well as R-3, Medium-High Density Residential.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which the proposed rezoning of DN-2 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 highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

Public Comment

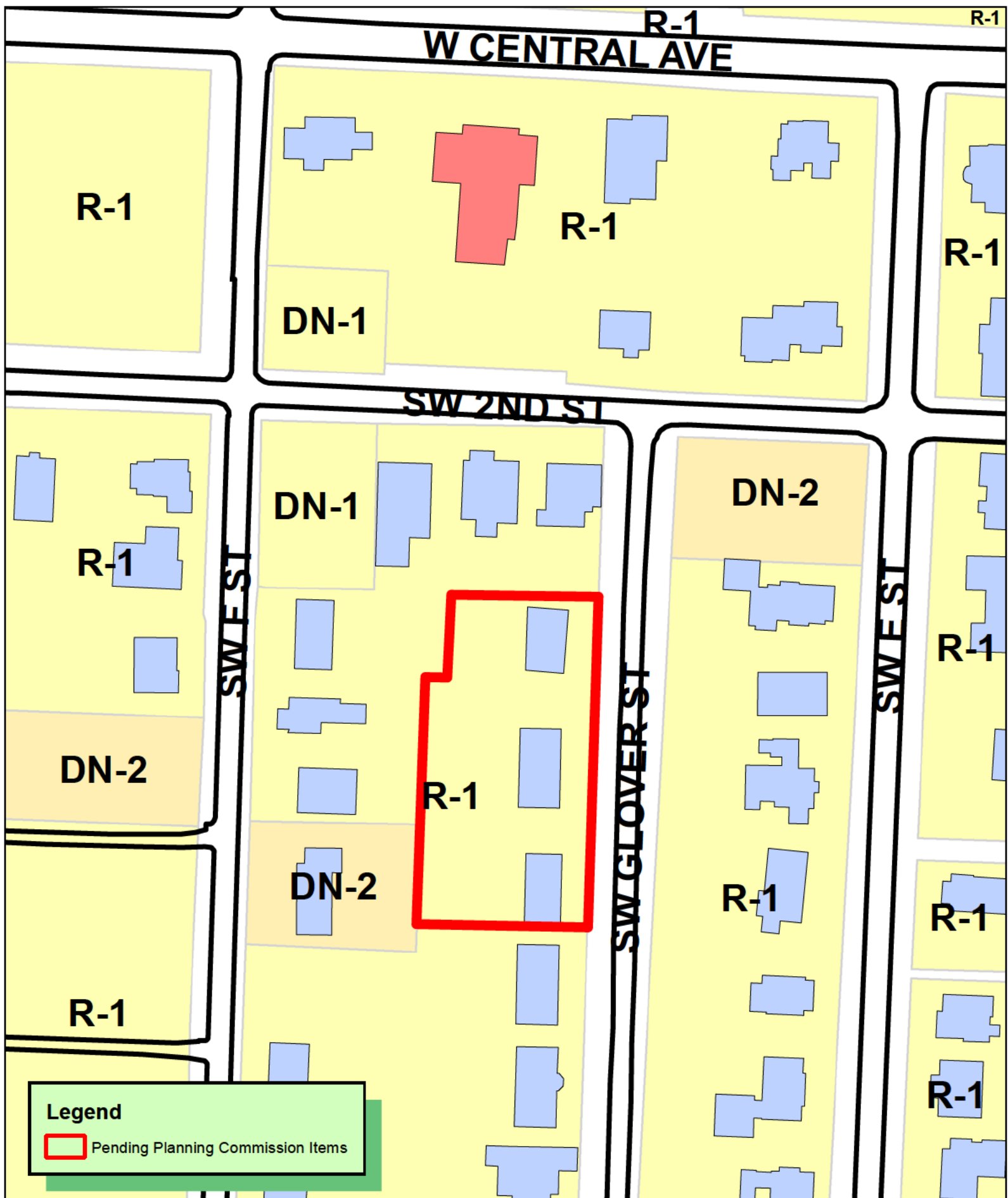
At the time of writing this staff report, staff has not received public comment on this item.

Analysis

DN-2 zoning is compatible with the Future Land Use Map. The close proximity to West Central Avenue, a collector, would lend appropriateness to this request in that denser uses are more compatible with that level of street. Additionally, the existing zoning pattern shows a mix of R-1, Low Density Single-family Residential and DN-2, Downtown Medium-density Residential in this area.

Conclusion

Staff recommends approval of the rezoning request as it aligns with the Future Land Use Plan and surrounding zoning pattern.



Legend

Pending Planning Commission Items

N
W E
S

1 inch = 100 feet

RZ22-0007 2/21/23
REZONING R1 TO DN1
CLARKS ADDITION
LOTS 10-11 AND PART OF LOT 12



WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER, P.A.
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
JOHN E. JENNINGS (OF COUNSEL)
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

January 18, 2023

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Parcel Nos. 01-01690-000, 01-01689-000, and 01-01687-000 from R-1, Low Density Residential to DN-2, Downtown Medium Density Residential

Dear Planning Staff:

This law firm has been hired to assist the applicant, Steven M. Freeman and Julie P. Freeman, Trustees of the Freeman Living Trust ("Applicant"), in obtaining a rezoning of Parcel Nos. 01-01690-000, 01-01689-000, and 01-01687-000 (hereinafter "the Property") from R-1, Low Density Residential to DN-2, Downtown Medium Density Residential.

The primary reason for this rezoning request is to take advantage of Bentonville's updated downtown zoning codes and to bring the Property into compliance with Bentonville's Future Land Use Plan ("FLUP"). The requested zoning is in compliance with the FLUP. The FLUP designates this parcel as Medium Density Residential, which allows for DN-2 zoning. Accordingly, no FLUP amendment is necessary in order to rezone the Property to DN-2. The majority of parcels surrounding the Property are still zoned R-1, with a few medium density zonings, like DN-2, also present. Because DN-2 is a medium density zoning, it is only a moderate increase in density, and is compatible with both the surrounding low and medium density zones.

This rezoning will not increase traffic by an appreciable amount, no signage is contemplated, and the appearance of any development will conform to Bentonville's Downtown Design Codes. Lastly, the Property has access to an eight inch (8") sewer line, and access to an eight inch (8") water line both located on Glover St..

Thank you for considering this rezoning request. If you have any questions please feel free to contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:
pc:

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:
RZ23-0007)**

WHEREAS, the Freeman Living Trust, 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:

PART OF LOTS 11 AND 12 IN CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S 00°23'02" W 139.86' FROM THE NORTHEAST CORNER OF LOT 12 OF CLARK'S ADDITION, AND RUNNING THENCE S 00°28'58" E FOR A DISTANCE OF 80.15' TO A SET REBAR; THENCE N 89°47'27" W FOR A DISTANCE OF 140.69' TO A FOUND REBAR; THENCE N 00°04'17" W FOR A DISTANCE OF 11.40' TO A FOUND REBAR; THENCE S 88°57'09" E FOR A DISTANCE OF 17.72' TO A SET REBAR; THENCE N 00°04'06" E FOR A DISTANCE OF 68.56' TO A SET REBAR; THENCE EAST FOR A DISTANCE OF 122.23' TO THE POINT OF BEGINNING AND CONTAINING 0.23 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OR RECORD, IF ANY. SUBJECT TO COVENANTS, EASEMENTS, RIGHTS-OF-WAY, AND OTHER RESTRICTIONS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 21, 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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Freeman Trust

203 NW D Street

PC Date: 2/21/2023

Reviewer: Bradley Gavrielides - Planning Technician

Project Number	RZ23-0009
Applicant / Current Owner	Will Kellstrom / Steven & Julie Freeman Living Trust
Site Area	+/- 0.24 Acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Low-Density Residential (LDR)

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

Location Map



Property Description

This property is located 203 NW D Street. The property is currently zoned R-1, Low Density Single Family Residential with a future land use designation of Low Density Residential. Adjacent property zoning districts are all R-1, Low Density Single-Family Residential except for one R-3, Medium-High Density Multifamily Residential property nearby.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which the proposed rezoning of DN-1 is compatible. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. 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 highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

Public Comment

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

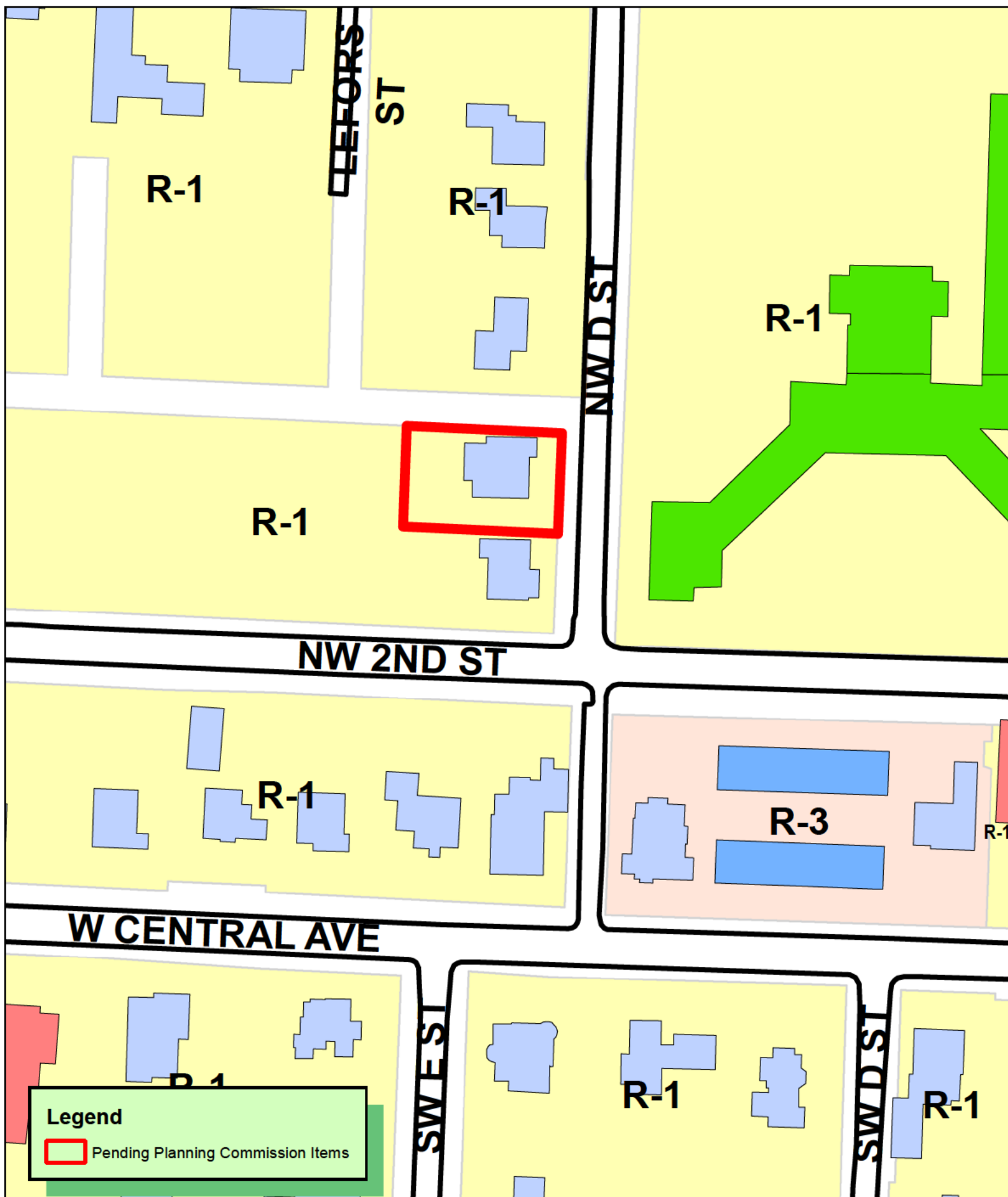
Analysis

The requested DN-1 zoning designation's is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width. This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Low Density Residential should be zoned DN-1.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan.

Conclusion

This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses and is in harmony with the vision of the City's Comprehensive Community Plan. Staff recommends approval of the rezoning request.



RZ23-0009 2/21/23
REZONING R1 TO DN1
LEFORS ADDITION
PART OF LOT 1
203 NW 2ND ST



WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER, P.A.
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
JOHN E. JENNINGS (OF COUNSEL)
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

January 12, 2023

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Parcel No. 01-03209-000 from R-1, Low Density Residential to DN-1, Downtown Low Density Residential

Dear Planning Staff:

This law firm has been hired to assist the applicant, Steven M. Freeman and Julie P. Freeman, Trustees of the Freeman Living Trust ("Applicant"), in obtaining a rezoning of Parcel No. 01-03209-000 (hereinafter "the Property") from R-1, Low Density Residential to DN-1, Downtown Low Density Residential.

The primary reason for this rezoning request is to take advantage of Bentonville's updated downtown zoning codes and to bring the Property into compliance with Bentonville's Future Land Use Plan ("FLUP"). The requested zoning is in compliance with the FLUP. The FLUP designates this parcel as Medium Density Residential, which allows for DN-1 zoning. Accordingly, no FLUP amendment is necessary in order to rezone the Property to DN-1. The majority of parcels surrounding the Property are still zoned R-1. Because DN-1 is a low density zoning, it is compatible with the surrounding existing zones.

This rezoning will not increase traffic by an appreciable amount, no signage is contemplated, and the appearance of any development will conform to Bentonville's Downtown Design Codes. Lastly, the Property has access to an eight inch (8") sewer line, and access to an eight inch (8") water line both located on NW D Street.

Thank you for considering this rezoning request. If you have any questions please feel free to contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:

pc:

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-1, DOWNTOWN LOW-DENSITY
RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER:
RZ23-0009)**

WHEREAS, the Freeman Living Trust, 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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF LOT 1 IN LEFOR'S ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 82 1/2 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WEST 126.8 FEET; THENCE NORTH 82 1/2 FEET; THENCE EAST 126.8 FEET; THENCE SOUTH 82 1/2 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 February 21, 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-1, DOWNTOWN LOW-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-1, DOWNTOWN LOW-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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Freeman Trust

205 NW D Street

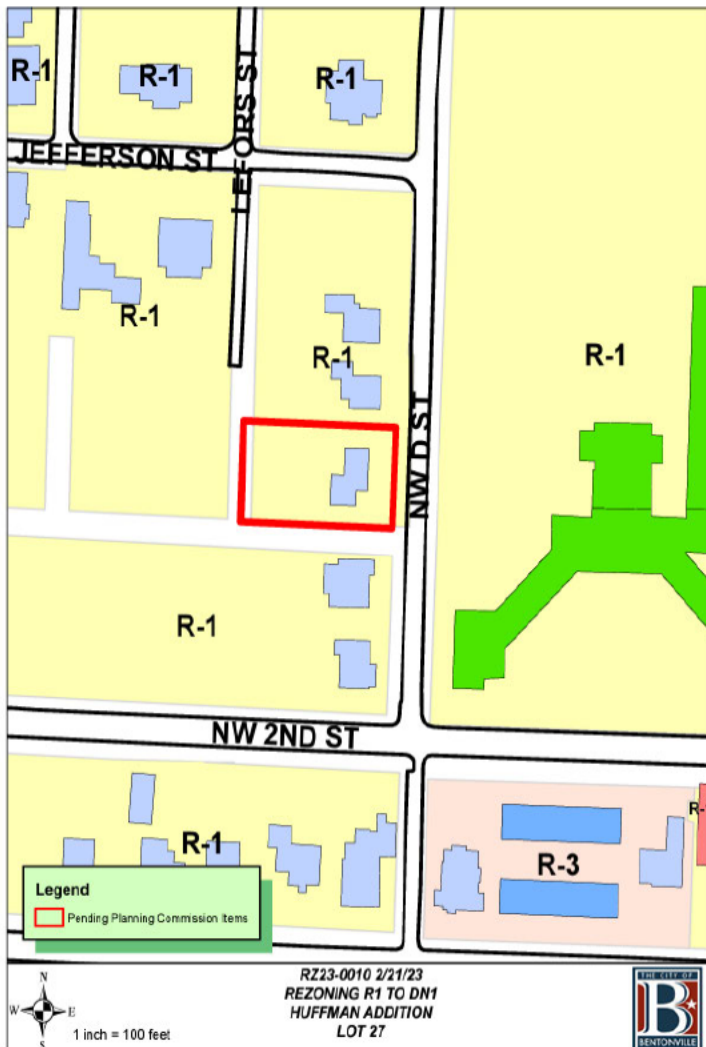
PC Date: 2/21/2023

Reviewer: Bradley Gavrielides - Planning Technician

Project Number	RZ23-0010
Applicant / Current Owner	Will Kellstrom / Steven & Julie Freeman Living Trust
Site Area	+/- 0.45 Acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Low-Density Residential (LDR)

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

Location Map



Property Description

This property is located 205 NW D Street. The property is currently zoned R-1, Low Density Single Family Residential with a future land use designation of Low Density Residential. Adjacent property zoning districts are all R-1, Low Density Single-Family Residential except for one R-3, Medium-High Density Multifamily Residential property nearby.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Low-Density Residential (LDR), in which the proposed rezoning of DN-1 is compatible. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. 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 highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

Public Comment

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

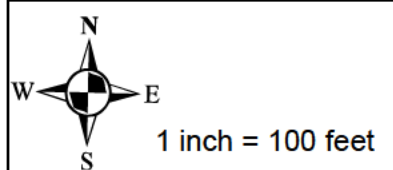
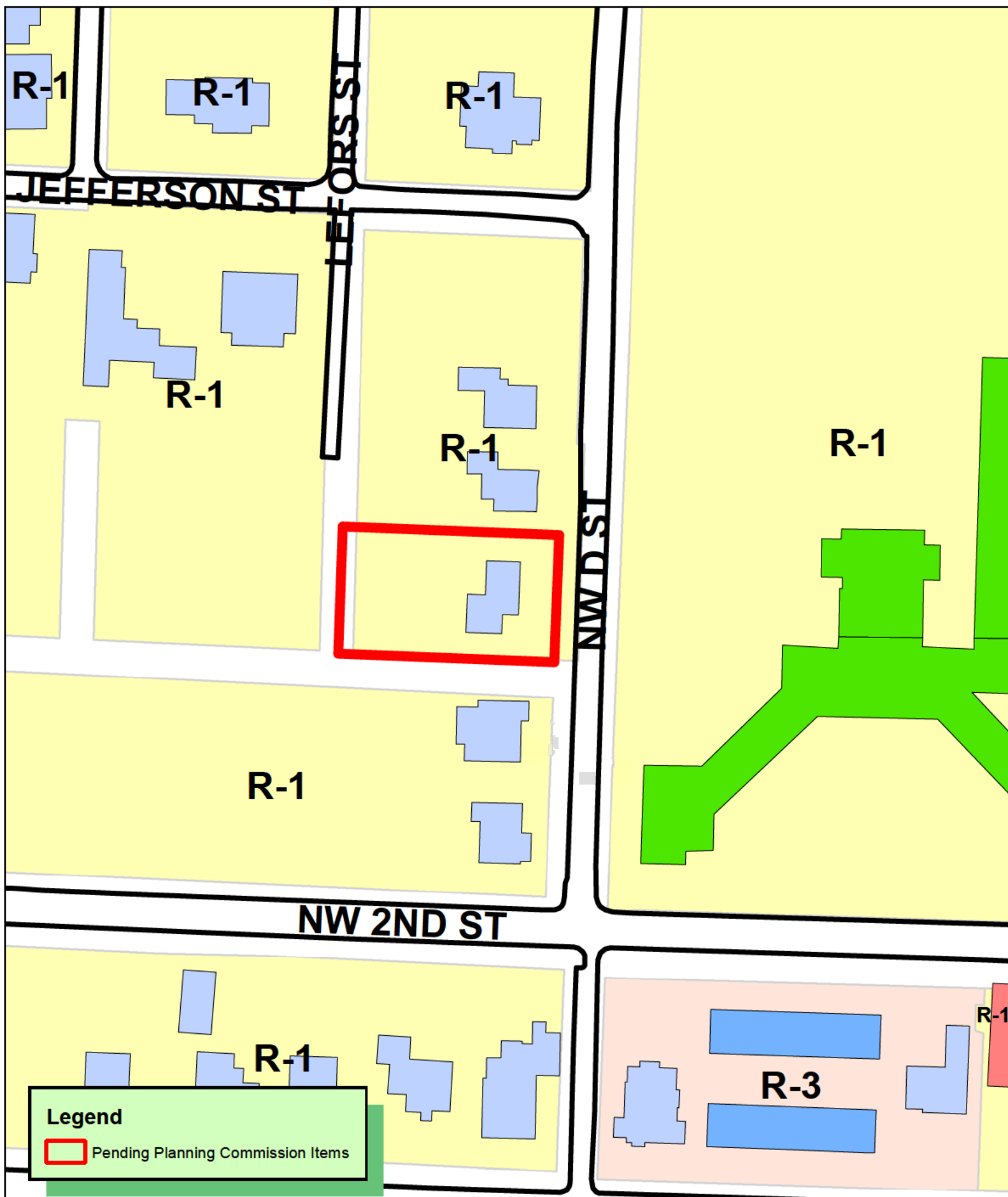
Analysis

The requested DN-1 zoning designation's is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width. This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Low Density Residential should be zoned DN-1.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan.

Conclusion

This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses and is in harmony with the vision of the City's Comprehensive Community Plan. Staff recommends approval of the rezoning request.



RZ23-0010 2/21/23
REZONING R1 TO DN1
HUFFMAN ADDITION
LOT 27



WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER, P.A.
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
JOHN E. JENNINGS (OF COUNSEL)
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

January 12, 2023

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Parcel No. 01-03179-000 from R-1, Low Density Residential to DN-1, Downtown Low Density Residential

Dear Planning Staff:

This law firm has been hired to assist the applicant, Steven M. Freeman and Julie P. Freeman, Trustees of the Freeman Living Trust ("Applicant"), in obtaining a rezoning of Parcel No.01-03179-000 (hereinafter "the Property") from R-1, Low Density Residential to DN-1, Downtown Low Density Residential.

The primary reason for this rezoning request is to take advantage of Bentonville's updated downtown zoning codes and to bring the Property into compliance with Bentonville's Future Land Use Plan ("FLUP"). The requested zoning is in compliance with the FLUP. The FLUP designates this parcel as Medium Density Residential, which allows for DN-1 zoning. Accordingly, no FLUP amendment is necessary in order to rezone the Property to DN-1. The majority of parcels surrounding the Property are still zoned R-1. Because DN-1 is a low density zoning, it is compatible with the surrounding existing zones.

This rezoning will not increase traffic by an appreciable amount, no signage is contemplated, and the appearance of any development will conform to Bentonville's Downtown Design Codes. Lastly, the Property has access to an eight inch (8") sewer line, and access to an eight inch (8") water line both located on NW D Street.

Thank you for considering this rezoning request. If you have any questions please feel free to contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:
pc:

**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-1, DOWNTOWN LOW-DENSITY
RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ23-0010)**

WHEREAS, the Freeman Living Trust, 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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 27, HUFFMAN'S ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS,
AS PER PLAT RECORD L202139733

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 21, 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-1, DOWNTOWN LOW-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-1, DOWNTOWN LOW-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.

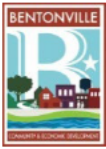
APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

REZONING AND LAND USE MAP AMENDMENT STAFF REPORT



Ken Ehret

1109 NE Monroe Street

PC Date: 2/21/2023

Reviewer: Bradley Gavrielides - Planning Technician

Project Number	RZ23-0014
Applicant / Current Owner	Blew & Associates, P.A. / Ken Ehret
Site Area	+/- 0.40 Acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)
Future Land Use Map Requested	Downtown Commercial (DC)

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

Location Map



Property Description

This property is located 1109 NE Monroe Street. The property is currently zoned R-1, Low Density Single Family Residential with a future land use designation of Medium Density Residential. Adjacent property zoning districts are R-1, Low-Density Single Family Residential and DN-2, Downtown Medium-Density Residential. It is located on a local downtown street that is narrow and only allows one vehicle to pass at a time.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which the proposed rezoning of DN-4 is NOT compatible. In addition to rezoning the property, the applicant also requests an amendment to the Future Land Use Plan to DC, Downtown Commercial.

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.

Whereas the requested Land Use Amendment of DC, Downtown Commercial areas typically include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown Commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

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

Public Comment

Staff has received public comment on this item. Please see attached public comment letter.

Analysis

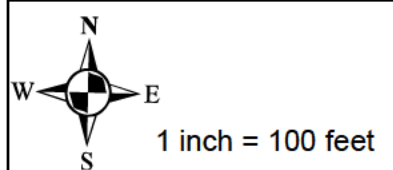
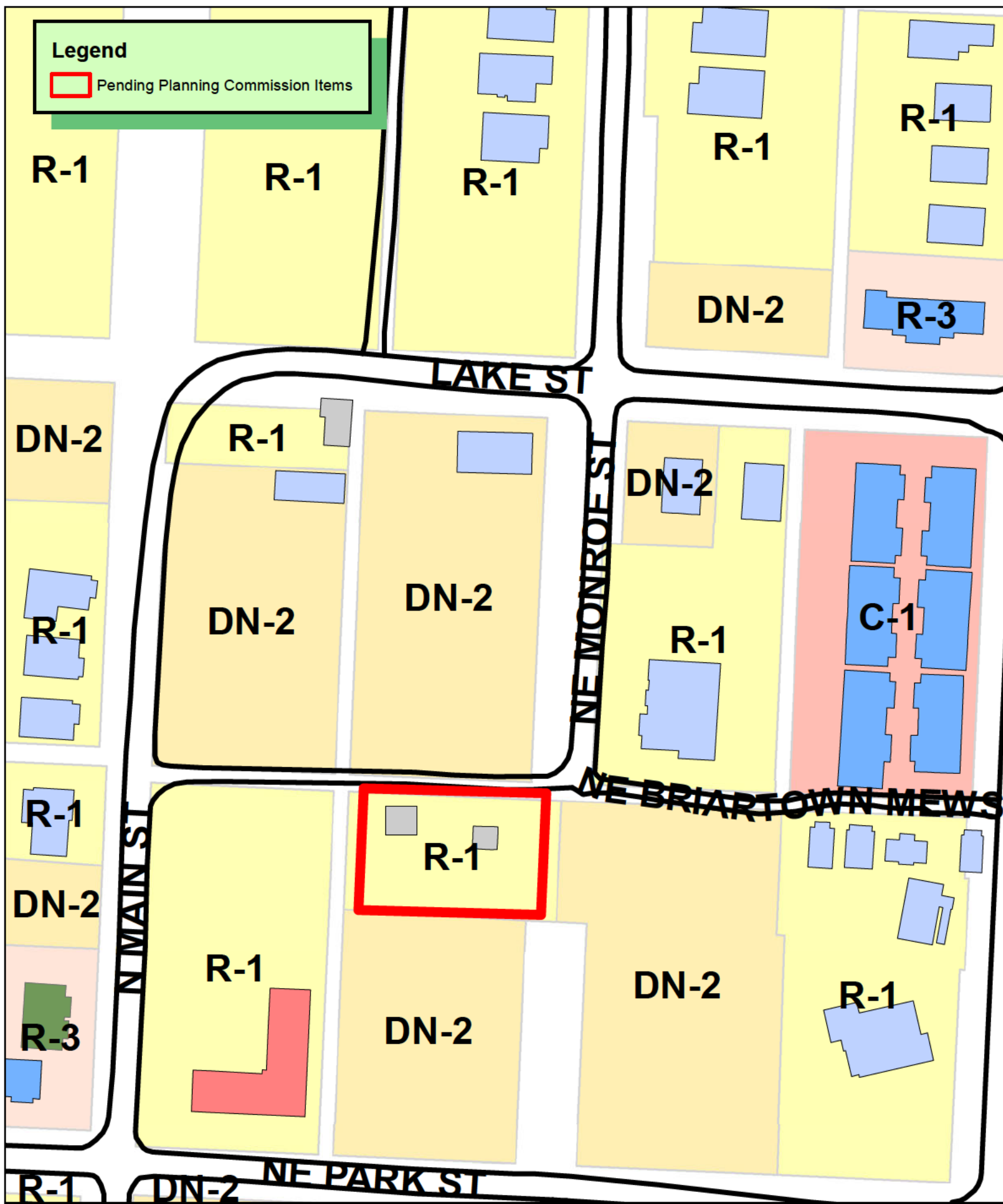
The requested DN-4 zoning designation is to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand. This request is NOT consistent with the Future Land Use Map or the Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned DN-2, Downtown Medium-Density Residential or PRD, Planned Residential Development.

Conclusion

This rezoning request is NOT consistent with the Future Land Use Plan or the vision of growth and development for this area of the city. The street is not currently set to be improved in the near future, and significant improvement would have to be done for any type of commercial property to be viable in this area. Staff does not support this rezoning request due to its incompatibility with the Future Land Use Plan and the Bentonville Community Plan.

Legend

 Pending Planning Commission Items



RZ23-0014 2/21/23
REZONING R1 TO DN4
W A BURKS ADDITION
LOTS 17-18 BLOCK 6





Blew & Associates, P.A.

Civil Engineers

Professional Land Surveyors

3825 N. Shiloh Dr.
Fayetteville, Arkansas 72703
479-443-4506
Fax 582-1883

January 13, 2023

To Whom It May Concern,

Rezone & Land Use Amendment

My client, Ken Ehret is requesting for a rezone from R-1 to DN-4 and a land use amendment from Low-Density Residential to Downtown Mixed Use Residential for the property at 1109 Northeast Monroe Street in Bentonville. He is requesting this with hopes to create four new lots in order to keep growing the area. The use will still be residential. There may be a slight increase in traffic due to additional housing, but it should not be significant. No signs are proposed at this time and no changes to the appearance of the existing homes. Water & sewer are available. We kindly ask for your approval of this rezone on our client's behalf. The rezone affects parcel: 01-04554-000.

Sincerely,

Nikki Littrell
Senior Project Coordinator
Blew & Associates, P.A.

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:
RZ23-0014)**

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

LOTS 17 & 18 IN BLOCK 6, W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, I 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 February 21, 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



Agenda Item Form

Date of City Council Meeting	2/28/2023
Department	Planning
Submitted by	Shelli Kerr
Phone	(479)271-6822

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

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

Resolution to establish a Short Term Rentals Work Group that identifies membership, administrative structure, and deliverable timelines as recommended by City Council.

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

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RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING A SHORT-TERM RENTAL
WORK GROUP STUDYING SHORT TERM RENTALS IN BENTONVILLE;
PROVIDING RECOMMENDATIONS ON EFFECT AND ANY NEEDS FOR
REGULATION; AND FOR OTHER PURPOSES.**

WHEREAS, since 2020, staff has received questions and comments about short-term rentals (STRs) impact to local neighborhoods in Bentonville;

WHEREAS, on October 27, 2020, City Council approved Resolution No. 10-27-20B requesting a staff study of short-term rentals in Bentonville;

WHEREAS, the results were presented to City Council on March 9, 2021; and

WHEREAS, on February 13, 2023, an updated report was presented leading City Council to request the formation of this group.

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby establishes The Short-Term Rental Work Group, hereinafter "The Work Group" for an interim period of six-months to the effect of STRs and prepare recommendations for managing short-term rentals, if needed, in Bentonville;

Section 2: The role of The Work Group is to conduct an analysis of the short-term rental environment in Bentonville by:

- a) collecting feedback on the impacts of STRs in the community and local neighborhoods;
- b) studying solutions to address negative impacts; and
- c) preparing recommendations for managing short-term rentals in Bentonville.

Section 3: The membership of The Work Group will consist of at least 9 (nine) non-compensated members selected by the Mayor to serve in this voluntary role. The membership should reflect representation from various community stakeholders that either reside in Bentonville or own/manage property in Bentonville and will include the following:

- a) 1 short-term rental property owner that resides on the property of the short-term rental unit;
- b) 1 short-term rental property owner that does not reside on the property of the short term rental unit;
- c) 1 representative from a Bentonville short-term rental management company that manages properties in Bentonville;
- d) 1 representative from a Bentonville hotel or motel;

- e) 2 representatives from the Bentonville Neighborhood Council, each in separate wards (must not own or operate a short-term rental);
- f) 1 representative from City Council;
- g) 1 representative from Planning Commission;
- h) 1 representative from Visit Bentonville; and
- i) Additional members as the Mayor determines necessary for fair representation.

Section 4: That the Mayor shall appoint the Chairperson and Secretary from the members appointed;

Section 5: That the meetings for the Work Group will be open to the public and that each meeting agenda will include time for public comment;

Section 6: That the Work Group serve under the guidance of Bentonville Planning Department for administrative purposes;

Section 7: That the Work Group will prepare a written report outlining a plan of action responsive to the tasks contained in Section 2, summarizing the public input and data analysis and providing recommendations for further study if needed. These findings shall be presented to the City Council by June 27, at which time more tasks may be assigned to the Work Group at the discretion of the Mayor and the City Council;

Section 8 - 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 9 - 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	2/28/2023
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 23-09 for transmission wood poles to the lowest qualified bidder as shown on the attached bid tabulation in the amount of \$373,466.00 plus applicable taxes. Approved by Utility Board 5-0. This is a Budgeted Item.					

Estimated Cost	\$373,466.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



MEMORANDUM

DATE: 2/28/23

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Transmission Wood Poles Formal Bid # IFB-23-09

The City of Bentonville recommends awarding the bid for transmission wood poles to the lowest bidder as listed below:

Stella Jones Company in the amount of \$373,466.00 plus applicable taxes.

Approved by Utility Board 5-0.



**City of Bentonville Electric Utilities Department
Wood Distribution Poles
Bid Form IFB 23-09**

<u>BEUD Inventory Part Number</u>	<u>Height / Class</u>	<u>Quantity Required</u>	<u>Price Per Pole - Stella-Jones</u>	<u>Extended Price</u>	<u>Lead Time</u>
	75/H2	1	\$7,732.00	\$7,732.00	26-34 week lead time
	80/H1	2	\$7,546.00	\$15,092.00	26-34 week lead time
2332	80/H2	15	\$8,519.00	\$127,785.00	26-34 week lead time
	80/H3	2	\$9,447.00	\$18,894.00	26-34 week lead time
	85/H1	1	\$8,288.00	\$8,288.00	26-34 week lead time
	85/H2	2	\$9,338.00	\$18,676.00	26-34 week lead time
	85/H4	1	\$11,514.00	\$11,514.00	26-34 week lead time
	90/H6	1	\$15,194.00	\$15,194.00	26-34 week lead time
2389	90/H3	5	\$11,399.00	\$56,995.00	26-34 week lead time
	100/H1	2	\$10,528.00	\$21,056.00	26-34 week lead time
2390	100/H2	5	\$11,815.00	\$59,075.00	26-34 week lead time
	100/H3	1	\$13,165.00	\$13,165.00	26-34 week lead time
Total Price For All Line Items				\$373,466.00	

No quotes from Bridgwell Resources OR Carpenter's Pole and Piling

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB 22-09 TO STELLA JONES COMPANY FOR THE PURCHASE OF TRANSMISSION WOOD POLES, IN THE AMOUNT OF THREE HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS (\$373,466.00) PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.

WHEREAS, Stella Jones Company is the lowest qualified bidders for bid IFB-22-09;

WHEREAS, this contract covers the purchase of transmission wood poles that will be ordered on an 'as needed' basis; 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 contract with Stella Jones Company for the purchase of transmission wood poles, in the amount of three hundred seventy-three thousand four hundred sixty-six dollars (\$373,466.00) plus applicable taxes;

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	2/28/2023
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):					
Ordinance waiving the requirements for competitive bidding and entering into an agreement with Stuart Irby for the purchase of an estimated 100,000 ft of 1/0 underground primary wire at \$3.146/ft for an estimated total amount of \$314,600.00 plus applicable taxes. Approved by Utility Board 5-0. This is a Budgeted Item.					

Estimated Cost	\$314,600.00
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: 2/28/23

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: 1/0 Underground Primary Wire

The City of Bentonville recommends waiving the requirements for competitive bidding and enter into an agreement with Stuart Irby for the purchase an estimated 100,000 ft of 1/0 underground primary wire at \$3.146/ft for an estimated total amount of \$314,600.00 plus applicable taxes. The City will place the order for 100,000 ft, however final amounts vary slightly upon delivery.

Stuart Irby currently has the wire warehoused and will deliver as soon as the PO is received.

Approved by Utility Board 5-0.



**City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
Bid Form**

<u>BEUD Inventory Part Number</u>	<u>Wire Size</u>	<u>Feet Required</u>	<u>Price Per Foot - Stuart Irby</u>	<u>Lead Time</u>
2147	1/0 Full Neutral AL	100,000	\$3.146	in stock and will deliver to the warehouse when needed
	AECI		\$4.28	Feb/March 2024
	Techline		\$6.22	50-52 weeks
Total Price for All Line Items				\$314,600.00



**City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
Bid Form**

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot	Extended Price	Lead Time
2147	1/0 Full Neutral AL	40 Reels @ 2500'	3.146	314,600. ⁰⁰	Stock
	Irby Can Warehouse this and deliver as needed				
Total Price for All Line Items					

DEVIATIONS FROM SPECIFICATIONS

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

Paragraph Number	Specification Requirement	Proposed Deviation and Justification

Bid Submitted By: Irby / Deb Needs 2/6/23



**City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
Bid Form**

<u>BEUD Inventory Part Number</u>	<u>Wire Size</u>	<u>Feet Required</u>	<u>Price Per Foot</u>	<u>Extended Price</u>	<u>Lead Time</u>
2147	1/0 Full Neutral AL	40 Reels @ 2500'			
		OKONITE	4.277	427,700	FEB/MARCH 2024
		SOUTHWIRE	5.268	526,800	MFG STOCK
BOTH PRICES ARE QUOTED WITH PRICE ESCALATION/DE-ESCALATION					
Total Price for All Line Items					

DEVIATIONS FROM SPECIFICATIONS

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

<u>Paragraph Number</u>	<u>Specification Requirement</u>	<u>Proposed Deviation and Justification</u>

Bid Submitted By: **MATT WHITLEY - AECI**



**City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
Bid Form**

<u>BEUD Inventory Part Number</u>	<u>Wire Size</u>	<u>Feet Required</u>	<u>Price Per Foot</u>	<u>Extended Price</u>	<u>Lead Time</u>
2147	1/0 Full Neutral AL	40 Reels @ 2500'	6.22	622,000 ⁰⁰	50-52 weeks
		Quoting Kerite			
Total Price for All Line Items					

DEVIATIONS FROM SPECIFICATIONS

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

<u>Paragraph Number</u>	<u>Specification Requirement</u>	<u>Proposed Deviation and Justification</u>

Bid Submitted By: Techline, Inc (Tony McAhee)

15KV Underground Primary
Cable Bid Form
Page 1 of 2

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH STUART IRBY FOR 1/0 UNDERGROUND PRIMARY WIRE, IN THE AMOUNT OF THREE HUNDRED FOURTEEN THOUSAND SIX HUNDRED DOLLARS (\$314,600.00) PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Inventory Department requires 1/0 underground primary wire to provide for Electric Utility installation and projects;

WHEREAS, due to current supply chain issues and price volatility with this project, soliciting bids is not feasible; and

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Stuart Irby for 1/0 underground primary wire for the City of Bentonville Inventory Control Department in the amount of three thousand fourteen thousand six hundred dollars (\$314,600.00) plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 – Emergency Clause: Because the need to make this purchase is immediate, 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 Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Kirby Romines, CITY CLERK



Agenda Item Form

Date of City Council Meeting	2/28/2023
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):					
Ordinance waiving the requirements for competitive bidding and entering into an agreement with AECl to purchase single phase transformers for \$498,750.00 plus applicable taxes. Approved by Utility Board 5-0. This is a Budgeted Item.					

Estimated Cost	\$498,750.00
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: 2/28/23

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Single Phase transformers

The City of Bentonville recommends waiving the requirements for competitive bidding and enter into an agreement with Arkansas Electric to purchase various single phase transformers in the amount of \$498,750.00 plus applicable taxes. These transformers will be used to replace stock.

Approved by Utility Board 5-0.

Single phase transformer Bid

ITEM	Qty	UNIT	PART NO.	DESCRIPTION	AECI	LEAD TIME	TECHLINE	STUART IRBY	
1	50	EA	2,024	25KVA SINGLE PHASE PAD TRANSFORMER	\$3,047.00	14-18 weeks	\$6,262.00	\$17,980.00	\$152,350.00
2	100	EA	2,037	50KVA SINGLE PHASE PAD TRANSFORMER	\$3,464.00	14-18 weeks	\$8,220.00	\$21,165.00	\$346,400.00
									\$498,750.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARKANSAS ELECTRIC, FOR THE PURCHASE OF SINGLE PHASE TRANSFORMERS, IN THE AMOUNT OF FOUR HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$498,750.00), PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

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

WHEREAS, due to current supply chain issues and price volatility with this project, soliciting bids is not feasible; and

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Arkansas Electric for the purchase of single phase transformers in the amount of four hundred ninety-eight thousand seven hundred fifty dollars (\$498,750.00), plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 – Emergency Clause: Because the need to make this purchase is immediate, 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 Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2/28/2023
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):					
Ordinance waiving the requirements for competitive bidding and entering into an agreement with AECl to purchase 3 phase transformers for \$250,428.00 plus applicable taxes. Approved by Utility Board 5-0. This is a Budgeted Item.					

Estimated Cost	\$498,750.00
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: 2/28/23

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: 3PH Transformers

The City of Bentonville recommends waiving the requirements for competitive bidding and enter into an agreement with Arkansas Electric to purchase various 3-phase transformers in the amount of \$250,428.00 plus applicable taxes. These transformers will be used replaced stock.

Approved by Utility Board 5-0.

3ph transformer Bids

ITEM	Qty	UNIT	PART NO.	DESCRIPTION	AECI	LEAD TIME	TECHLINE	STUART IRBY	
1	1	EA	2033	45 120/208 3PH TRANSFORMER	\$10,510.00	40 WEEKS	\$11,230.00	\$19,315.00	\$10,510.00
2	1	EA	2034	45 277/480 3PH TRANSFORMER	\$10,920.00	40 WEEKS	\$15,138.00	\$19,857.00	\$10,920.00
3	1	EA	2011	150 120/208 3PH TRANSFORMER	\$14,590.00	40 WEEKS	\$24,213.00	\$26,168.00	\$14,590.00
4	2	EA	2030	300 120/208 3PH TRANSFORMER	\$18,169.00	40 WEEKS	\$34,792.00	\$36,240.00	\$36,338.00
5	1	EA	2031	300 277/480 3PH TRANSFORMER	\$18,515.00	40 WEEKS	\$33,416.00	\$33,419.00	\$18,515.00
6	4	EA	2047	750 277/480 3PH TRANSFORMER	\$29,430.00	40 WEEKS	\$61,637.00	\$50,641.00	\$117,720.00
7	1	EA	2006	1000 120/208 3PH TRANSFORMER	\$41,835.00	40 WEEKS	\$80,375.00	\$83,457.00	\$41,835.00
									\$250,428.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARKANSAS ELECTRIC, FOR THE PURCHASE OF THREE PHASE TRANSFORMERS, IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS (\$250,428.00), PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

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

WHEREAS, due to current supply chain issues and price volatility with this project, soliciting bids is not feasible; and

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Arkansas Electric for the purchase of three phase transformers in the amount of two hundred fifty thousand four hundred twenty-eight dollars (\$250,428.00), plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 – Emergency Clause: Because the need to make this purchase is immediate, 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 Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2/28/2023
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):					
Ordinance waiving the requirements for competitive bidding and entering into an agreement with AECl for the purchase of (2) 1000kva 277/480 3 phase transformers for \$65,130.00 plus applicable taxes. Approved by Utility Board 5-0. This is a Budgeted Item.					

Estimated Cost	\$65,130.00
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: 2/28/23

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: 1000 kva 277/480 3ph transformer

The City of Bentonville recommends waiving the requirements for competitive bidding and enter into an agreement with Arkansas Electric to purchase (2) 1000 kva 277/480 3 phase transformers for \$65,130.00 plus applicable taxes.

Approved by Utility Board 5-0.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARKANSAS ELECTRIC, FOR THE PURCHASE OF (2) 1000KVA 277/480 THREE PHASE TRANSFORMERS, IN THE AMOUNT OF SIXTY-FIVE THOUSAND ONE HUNDRED THIRTY DOLLARS (\$65,130.00), PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

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

WHEREAS, due to current supply chain issues and price volatility with this project, soliciting bids is not feasible; and

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Arkansas Electric for the purchase of (2) 1000kva 277/480 three phase transformers in the amount of sixty-five thousand one hundred thirty dollars (\$65,130.00), plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 – Emergency Clause: Because the need to make this purchase is immediate, 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 Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2/28/2023
Department	Public Works Maintenance
Submitted by	Bart Mahony
Phone	479-271-5945

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance to amend the Public Works section of Ordinance 2018-36 establishing the city cemetery's schedule of fees and pricing. This ordinance will affect only the Public Works section of Ordinance 2018-36 and will not change any other department's schedule of fees or pricing. No Budget Adjustment is needed.					

Estimated Cost	\$0.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
This new ordinance will not affect the department's 2023 budget.	





MEMO

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN
FROM: BART MAHONY - PUBLIC WORKS MAINTENANCE MANAGER
SUBJECT: ORDINANCE FOR CEMETERY POLICIES, PRICING, AND FEES
DATE: FEBRUARY 28TH 2023
CC: MIKE BENDER

Ordinance approval amending the Public Works section of Ordinance 2018-36 regarding cemetery schedule of fees and pricing. Council approved Ordinance 2018-36 on February 13th 2018 establishing the City of Bentonville Schedule of Fees for various city departments.

As our city cemetery has grown over the years, and with the addition of a columbarium and committal shelter in 2023 as well as an increase in the number of inquiries asking about specific cemetery policies and pricing, it makes sense to have a single easily referenced ordinance that will encompass all cemetery related fees and pricing.

With council approval, this new ordinance will affect only the Public Works Cemetery pricing and fees from Ordinance 2018-36 and will not change or affect any other schedule of fees from any other city departments.

Thanks for your consideration of this request.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE BENTONVILLE CEMETERY SCHEDULE OF FEES AND PRICING; AND FOR OTHER PURPOSES.

WHEREAS, certain fees and pricing for the City of Bentonville Cemetery were established as part of Ordinance 2018-36, which encompassed fees for various City Departments;

WHEREAS, Public Works Maintenance staff has analyzed each expense to ensure that proper fees are charged and maintained; and

WHEREAS, Public Works Maintenance staff recommends amending the fees set forth in Ordinance 2018-36 and establishing the Cemetery Schedule of Fees and Pricing attached hereto as "Attachment A".

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

Section 1: The Bentonville Cemetery Schedule of Fees and Pricing are amended as attached in "Attachment A" beginning April 1, 2023;

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 this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk

"Attachment A"



Bentonville Cemetery
Schedule of Fees and Pricing

ITEM	FEE	JUSTIFICATION
In Ground Grave Space Price	\$600	Increasing space prices from \$300 to \$600 will bring pricing more in line with surrounding cemeteries that charge an average of \$575 per space. Additionally, this increase in price will help slow the over purchasing of spaces because of the currently low pricing.
In Ground Cremation Only Space	\$200	Cremation only spaces are 1/3 of an inground space and are usually around trees where a regular burial is impossible.
Open/Close inground grave spaces Monday - Friday	\$650	No changes to open/close charges.
Open/Close Inground grave spaces Saturday	\$800	No changes to open/close charges.
Open/Close Inground grave spaces Sunday	\$900	No changes to open/close charges.
Cremation Open/Close Monday – Sunday	\$150	No changes to open/close charges.
Double Depth or Companion Space Pricing	Double depth inground space all-inclusive price set at \$1,500 per space.	This all-inclusive price will give cemetery customers another option when purchasing two individual "husband and wife" spaces. This option will help extend the useful life of the cemetery which currently has 10 to 12 years of spaces available. To incentivize this option, we are seeking approval for an all-inclusive price of \$1,500. This price will include \$600 for a single space and a one-time open and close fee of \$900 due at the time of the first interment, the 2 nd interment will be included. This option can save the customer \$1,000 -

		\$1,500 when compared to a traditional two space option with two charged interments.
Columbarium Pricing	Setting an initial columbarium price of \$700. This will be \$400 per niche and a \$300 bronze plaque credit to a cemetery approved vendor.	Currently the cemetery columbarium/committal shelter is under design with construction completion in the fall of 2023. Preliminary estimates have the per niche costs at \$400. In order to make the columbarium option more attractive, it is staff's recommendation to provide an all-inclusive columbarium price of \$700. This will include \$400 per niche, and a \$300 credit for a bronze name plaque. The opening and closing of niches will be included in the purchase price.
Stone Set Fee	\$25	A stone set fee is a reimbursement from monument companies for the time it takes to layout cemetery grave spaces for headstone placement.



Agenda Item Form

Date of City Council Meeting	2.28.2023
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):					
Ordinance for a Bid Waiver to Symtech for the purchase of a Roll-Over simulator in the amount of \$59,779.34 and approving a Budget Adjustment to accept and utilize ACT 833 for the purchase. A Budget Adjustment is needed to recognize funds.					

Estimated Cost	\$59,779.34
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
This will be a budget adjustment from ACT 833 funds in the fire department to Acct . 47410.	





Budget Adjustment Request

Date of City Council Meeting	02.28.2023
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-5927

Purpose of Budget Adjustment (Enter purpose in space below):
To purchase a Roll-Over simulator for the Bentonville Fire Department Training Facility utilizing ACT 833 Funds.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102020	33411	State Operating Grant	\$ 59,779.34	
102020	47410	Machinery and Equipment		\$ 59,779.34
		Totals	\$ 59,779.34	\$ 59,779.34
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				





Inter-office Memorandum

To: Chief Brent Boydston
From: Deputy Chief Kevin Boydston
CC:
Date: February 15, 2023
Re: Rollover Simulator for the Training Tower

When preparing the training tower for council approval, dramatic price increases during the time period resulted in some items being removed to lower the overall cost of the building. Some of the items removed were simulators that were originally included in the initial planning process. While the building was still constructed to accommodate the removed simulators, the plan was to add the simulators to the building at a later date. One important simulator removed during the costing lowering was the Rollover Simulator for the second floor. This simulator allows the ability to project fire down a hallway or other area away from the area of origin giving a very realistic presentation for firefighters.

Discussions with the ACT 833 Board has allowed us to purchase the Rollover Simulator for the second floor using ACT 833 funds. The simulators are manufacturer specific and sole source. We are asking for a bid waiver and budget adjustment in the amount of \$59,779.34 to install the rollover simulator.

February 15, 2023

Justin Scantlin, Battalion Chief
Bentonville Fire Department
Bentonville, AR 72712
Tel: (479) 685-1096
Via email: jscantlin@bentonvillear.com

SUBJECT: SOLE-SOURCE JUSTIFICATION FOR HALLWAY ROLLOVER FIRE SIMULATOR ST

Dear Chief Scantlin:

We hereby confirm that Symtech Fire, LLC is the sole and exclusive supplier of ST Fire Simulators. ST Fire Simulators include several proprietary features not available elsewhere. They are the only fire simulators that incorporate ALL of the following:

Flame Control Panel (FCP)/Software Compatibility – Symtech’s Hallway Rollover Simulator ST is the only prop system available that works with the existing Flame Control Panel (FCP) in the Bentonville fire training facility. It is also the only simulator that works with the existing software program.

Pilot Proving – Symtech offers the only system inclusive of a highly reliable ionization method for pilot proving providing a monitored and interlocked pilot, thereby ensuring main flame gas cannot be released without a confirmed ignition source. *This method eliminates cooldown thresholds (waiting time) and maintenance for maximum training time and fire ground efficiency.*

If included, other gas fueled fire training equipment typically utilizes either thermocouple or ultraviolet (UV) pilot proving. Thermocouples require lengthy cooldown periods and UV sensors require significant maintenance due to carbon build-up.

Premium Wireless Controls – Symtech’s ST system includes a Wireless Controller with “deadman,” e-stop, and other exclusive features including:

- G-Force Shock Detection Disable - The zero-g safety function can prevent the uncontrolled output of commands in specific emergencies. The G sensor can detect if the transmitter receives a hard impact, dropped or thrown. This feature will deactivate the fire generation system.
- IP 65 enclosures (Transmitter and Receiver)
- Wireless charging

Live Fire Training systems utilize compressed flammable gases are inherently dangerous. Symtech Fire Simulators are certified safe.

Symtech is the only vendor to meet **ALL** of the aforementioned criteria.

Sincerely,



Jonathan J. Hanson
Managing Director

January 31, 2023

Justin Scantlin, Battalion Chief
Bentonville Fire Department
Bentonville, AR 72712
Tel: (479) 685-1096
Via email: jscantlin@bentonvillear.com

**SUBJECT: Proposal for PHASE II Structural Fire Simulator
for Bentonville Fire Department, AR**

Dear Chief Scantlin:

Please find our proposal for PHASE II Structural Fire Simulator ST-PRO system attached. The proposed pricing is based on installation in the first half of calendar year 2023.

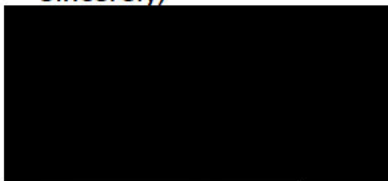
Our proposal consists of the following:

- Structural Fire Simulator Phase II Price Proposal
- Terms & Conditions of Sale

Symtech specializes in live fire simulation technologies utilizing environmentally friendly propane or natural gas. Our Live Fire Simulator Technology is fully compliant with the NFPA 1402 Standard on Facilities for Fire Training and Associated Props.

We look forward to meeting your fire training needs!

Sincerely,



Jonathan J. Hanson
Managing Director

Who we are...

Symtech specializes in live fire simulation technologies utilizing environmentally friendly propane or natural gas. Our Live Fire Simulator Technology is fully compliant with the NFPA 1402 Standard on Facilities for Fire Training and Associated Props. In addition to our LPG-fueled structural live fire training systems, we offer a full complement of Outdoor & Industrial Fire Simulators, Flashover Trainers, and Fire Behavior Labs. Our service team has the expertise to service both our installations, as well as competitive installations. We also provide annual NFPA 1402 inspections for Symtech or competitive equipment.



Our commitment to excellence...

Safety...



Symtech is committed to the safety of system operators and trainees alike. Our systems are fully compliant with NFPA 1402, which became a standard (*rather than a guide*) beginning in 2019. Unlike older systems, our offerings are designed from the ground up with this new Standard in mind. We utilize the highest quality components available including pilot and main burners systems, valves, and electronics.

Realism...

We are committed to delivering training realism with thermal output, flame sizes, flame variability, and smoke output that leads the fire training systems industry. Environmentally friendly propane and natural gas (*indoors only*) alleviate environmental concerns, while delivering consistent training fires at the push of a button.



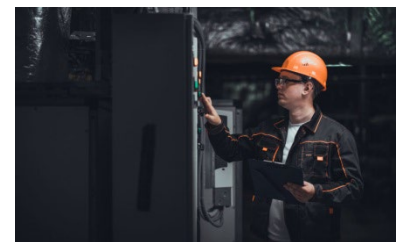
Customization...



Within the parameters of the NFPA 1402 Standard, Symtech provides our customers with the customization and flexibility options they desire. This is imperative to addressing unique challenges that vary from department to department and within SOP's domestically and abroad. We pride ourselves in delivering timely custom solutions on time and under budget.

Service...

Service is an essential component in what we do as a company. It is not a profit center, but rather, it is a vital element in achieving our mission of enabling AHJ's to deliver life-saving training when it's needed most. We not only stock vital system components to ensure their availability on short notice, but we also offer turnkey service and maintenance.



ST1033-JH-31Jan2023
Proposal for Structural Fire Simulator ST/ST-PRO Equipment
for Bentonville Fire Department, AR

Item	Description	Price
1	Add Alternate #3: Hallway/Corridor Rollover Fire, 2nd Floor Second Floor Hallway	\$54,593.00
2	City of Bentonville Sales Tax (9.5%)	\$5,186.34
-	TOTAL w/ Tax	\$59,779.34

Terms & Conditions:

Prices valid through 31 March 2023.

Installation to be completed 8 to 10 Weeks from PO (can be expedited depending on shop load).

Payment Terms: 50% on Order, 50% on Completion.

1-Year Industry Standard Warranty on Fire Training Equipment. Unlimited Technical Phone Support for the Life of the Product.

Inclusions:

NFPA-Compliant Safety Systems

Shipping to Bentonville, AR

Offloading of All Equipment from Delivery Truck at Job Site.

Installation

Handover / Re-Fresher Training

Exclusions:

Permits (if applicable).

ORDER ACCEPTANCE AND NOTICE TO PROCEED

Symtech's proposal #ST1033-JH-31Jan2023 is acceptable including terms and conditions and we hereby authorize Symtech to proceed. The total contract value is **\$59,779.34**.

Signature: _____

Date: _____

Name (Printed): _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR CITY CLERK TO ENTER INTO AN AGREEMENT WITH SYMTECH FIRE LLC., FOR THE PURCHASE OF A ROLL-OVER SIMULATOR FOR THE BENTONVILLE FIRE DEPARTMENT TRAINING FACILITY, IN THE AMOUNT OF FIFTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-NINE DOLLARS AND THIRTY-FOUR CENTS (\$59,779.34); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AUTHORIZING A BUDGET ADJUSTMENT FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Fire Department requests approval to purchase a Roll-Over Simulator for the Training Facility;

WHEREAS, Symtech Fire LLC. is the sole and exclusive source of ST Fire Simulators; and

WHEREAS, a budget adjustment should be authorized to recognize Act 833 funds received and to allocate funds for this purchase.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Symtech Fire LLC., for the purchase of a Roll-Over Simulator for the Bentonville Fire Department Training Facility in the amount of fifty-nine thousand seven hundred seventy-nine dollars and thirty-four cents (\$59,779.34);

Section 2: Because this is a sole source item, an exceptional circumstance exists, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

Section 3: The 2023 Budget should be and is hereby amended as follows:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102020	33411	State Operating Grant	\$ 59,779.34	
102020	47410	Machinery and Equipment		\$ 59,779.34
			Totals \$ 59,779.34	\$ 59,779.34
			Net Impact on Fund Balance \$	-

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

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

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	2.28.2023
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):					
Ordinance for a Bid Waiver to 908 Devices Inc. for the purchase of a MX908 Handheld High Pressure Mass Spectrometer in the amount of \$104,072.00, plus applicable taxes estimated to be \$9,886.84 for a total of \$113,958.84. 908 Devices Inc. is a sole source supplier for this device, making it not feasible to solicit competitive bids. This is a budgeted item.					

Estimated Cost	\$113,958.84
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Inter-office Memorandum

To: Chief Brent Boydston
From: Deputy Chief Kevin Boydston
CC:
Date: February 15, 2023
Re: Multi-Mode Threat Detector (MMTD)

At 10 years of age, our MMTD has surpassed the service life and is no longer supported. This unit is capable of scanning for trace elements of Organic Volatile Chemicals, Explosives, Nerve Agents and Narcotics. This type of unit allows our Hazardous Materials Team to quick scan an area for threats during events and other gatherings.

After review of current competing manufacturers and service agreements, we have decided to replace the MMTD with the MX908 produced by 908 Devices Inc. out of Boston, MA. This device is sole source and will require a bid waiver for the cost of \$113,958.84.



645 Summer 27 Drydock Ave.
Boston MA 02210
www.908devices.com

Captain Shawn Lanier
Bentonville Fire Department
800 SW A Street
Bentonville, Arkansas 72712
slanier@bentonvillear.com
479-464-0180

January 19, 2023

Dear Shawn:

The purpose of this letter is to support sole source justification for the acquisition of goods.

908 Devices Inc. is the sole manufacturer and sole service provider of MX908 Handheld High Pressure Mass Spectrometer (HPMS™), the ONLY available handheld HPMS system. Additionally, 908 Devices Inc. is the ONLY authorized point of service, support, and maintenance for these systems, including certified training, warranty, repair, upgrades and technical support.

MX908 is the only available handheld HPMS (high pressure mass spec) on the market for use in public safety. MX908 utilizes patented technology. List of patents available as needed.

Sole source verification can be made to 908 Devices Inc. by contacting the Vice President of Sales at the company's main telephone number at (857) 254-1500.

Please feel free to contact me on any issue regarding this matter at (508) 523-1658 or dmassingham@908devices.com.

Sincerely,



Dave Massingham
Director of Sales, Field Forensics
908 Devices - US Safety & Security



645 Summer Street, 2nd Floor
Boston, MA 02210

Prepared By Tom Keller
Email tkeller@908devices.com

Created Date 1/9/2023
Quote Number 90806798
Expiration Date 3/31/2023

Customer

Contact Name Shawn Lanier
Phone 479-464-0180
Email slanier@bentonvillear.com

Bill To Name Bentonville Fire Department
Bill To 800 SW A Street
Bentonville, Arkansas 72712
United States

Ship To Name Bentonville Fire Department
Ship To Arkansas
United States

Product Code	Product	Product Description	Sales Price	Quantity	Total Price
820-00828	Captive Sampling Tubes, MX908 (10 count)	Captive Sampling Tubes, MX908 (package of 10)	USD 42.00	1.00	USD 42.00
820-00807	Extended Vapor Probe, MX908	Extended Vapor Probe, coiled Teflon tubing, extendable from 2' - 5' (.6 - 1.5m), MX908	USD 199.00	1.00	USD 199.00
820-00907	Foam-tipped Applicator Swabs, MX908	Foam-tipped Applicator Swabs, 6 in (15 cm), plastic shaft, MX908 (50 count)	USD 42.00	2.00	USD 84.00
MX908-05-1-0-03-01	MX908-c S5 (Trace, Aero)	MX908-c, handheld mass spec chemical detection system for gas/vapor, liquids, solids and aerosols. Includes five (5) years of warranty and support; one (1) on-site training class (10 students max, expires 6 months after purchase, CONUS only); Type A plugs; Trace and Aero Modules. Available to US customers or with pre-approval/export license as required.	USD 98,650.00	1.00	USD 98,650.00
415-00042	Trace Sampling Swabs, MX908 (100 count)	Trace Sampling Swabs, MX908 (2 hard cases, 100 swab count total).	USD 199.00	2.00	USD 398.00
415-00044	Training Kit, Chemical samples, MX908	Chemical training kit for MX908	USD 199.00	1.00	USD 199.00
900-00606	Training, MX908,	On-site Operator Training (US+Canada), MX908; add-on class; requires purchase of instrument with training or standalone training course	USD	2.00	USD



645 Summer Street, 2nd Floor
Boston, MA 02210

Add-on Class, US+CA	(900-00601). Must be scheduled during the same visit as initial training. 4 to 6 hour training covering basic operation, safety and sampling recommendations. Limited to 10 students per class.	2,250.00	4,500.00
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Grand Total USD 104,072.00

Delivery, Banking & Payment Information

DELIVERY: <90 Days ARO

PAYMENT TERMS: NET 30 Days

SHIPPING TERMS: FOB Origin, Freight Prepaid

CAGE 6RTZ6
DUNS 078437853
TaxID 45-4524096

Payment Information

To Pay By ACH/Wire:

Routing - 121140399
SWIFT - SVBKUS6S
Account - 3300870511

Bank:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
United States of America

Please Mail all Checks to our Lockbox Location:

908 Devices Inc.
PO Box 83166
Woburn, MA 01813-3166
United States of America

If FedEx, UPS, etc.

908 Devices Inc.
83166
500 Ross Street 154-0455
Pittsburgh, PA 15262-3166
United States of America

Payments made via credit card will be subject to a 3.15% convenience fee.

Terms & Conditions

Terms of Sale

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. GENERAL. 908 Devices Inc., ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document.

Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. PRICE. All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. TAXES AND OTHER CHARGES. Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. TERMS OF PAYMENT. Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the



645 Summer Street, 2nd Floor
Boston, MA 02210

terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars. Buyer agrees to pay for all fees associated with the method of payment (e.g. wire fees). Payment by credit card will be subject to a 3.15% fee.

5. DELIVERY; CANCELLATION OR CHANGES BY BUYER. The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. TITLE AND RISK OF LOSS. Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. WARRANTY. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Seller's quote, for Products, or if none indicated then as specified in. Seller's product documentation, published specifications or package inserts. If a period of time is not specified in Seller's quote, product documentation, published specifications or package inserts, the warranty period shall be one (1) year. The warranty period will start 30 days from the date of shipment to Buyer for equipment (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. INDEMNIFICATION.

8.1 By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such

claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder.

Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. INTELLECTUAL PROPERTY RIGHTS. 908 Devices exclusively owns and retains all intellectual property rights in and to the Products and technology that is in and included with the Products. No license or other rights, either express or implied, are granted by 908 Devices to Buyer under these Terms of Sale with respect to any such intellectual property rights. For more information about 908 Devices' patent portfolio, see www.908devices.com/patents.

The Product may not be disassembled or otherwise reverse engineered or analyzed by chemical, radiograph or other nondestructive tests or scans; for example, and not by way of limitation, any housing or other enclosure encasing any component of the Product may not be opened and any security locks, stickers, seals or notices that are affixed to the Product may not be opened or removed.

Buyer acknowledged and agrees that there can be no adequate remedy at law for any breach by Buyer of its obligations hereunder, that any such breach or any unauthorized use of the Product or of any of 908 Devices' intellectual property will result in irreparable harm to 908 Devices and therefore, that upon any such breach, unauthorized use or any threat thereof, 908 Devices will be entitled to appropriate equitable relief in addition, to whatever remedies it might have at law and to be indemnified by the Buyer from any loss or harm, including, without limitation, attorney's fees, in connection with any breach or enforcement of Buyer's obligations hereunder or the unauthorized use of the Product or any of 908 Devices' intellectual property, Buyer will notify 908 Devices in writing immediately upon the occurrence of any such unauthorized use or other breach of which it is aware.

Buyer will not to sell, assign, pledge, mortgage, hypothecate, encumber, dispose or otherwise provide, transfer or make available the Product to any third party unless Buyer has entered into a written agreement with such third party that (i) contains in substance at least the terms of Sections 11 and this Section 10 of these Terms of Sale, and (ii) provides that 908 Devices is an intended third-party beneficiary of such agreement

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. EXPORT RESTRICTIONS

Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports



645 Summer Street, 2nd Floor
Boston, MA 02210

has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported or to be exported by Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

13. Resale. Subject to the terms and conditions herein, Buyer shall have the right to resell or transfer the Products to any third party (an "End User"), provided that (a) Buyer makes such sale pursuant to binding terms and conditions no less protective of Seller and the Product hereunder and Buyer makes no representation or warranty on behalf of Seller, (c) Buyer fairly and accurately represents the Product at all times only in accordance with the express statements in Seller's written documentation, and (d) Buyer ensures that Seller's user manual and all applicable warnings are delivered to each and every End User of the Product.

14. U.S. Government. The use, duplication, reproduction, release, modification, disclosure or transfer of software Products, or any related documentation of any kind (including, without limitation, technical data or manuals), is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The software Products are "commercial items" and commercial computer software and the related documentation is commercial computer software documentation. The use of the software Products and related documentation is further restricted in accordance with the terms of this Agreement and any software license included or provided with a particular software Product.

15. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (c) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (g) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH 908 DEVICES INC., FOR THE PURCHASE OF A HIGH PRESSURE MASS SPECTROMETER, IN THE AMOUNT OF ONE HUNDRED THIRTEEN THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS AND EIGHTY-FOUR CENTS (\$113,958.84); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Fire Department's has a need to purchase a MX908 Handheld High Pressure Mass Spectrometer due to the current device being past its service life and no longer supported;

WHEREAS, 908 Devices Inc. is a sole source provider for this device, it is not feasible to solicit competitive bids; and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with 908 Devices Inc., for the purchase of a High Pressure Mass Spectrometer, in the total amount of one hundred thirteen thousand nine hundred fifty-eight dollars and eighty-four cents (\$113,958.84);

Section 2: Due to 908 Device Inc. being a sole source provider, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	2/28/2023
Department	Parks and Recreation
Submitted by	David Wright, Parks and Recreation Director
Phone	479.271.6813

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance approving a bid waiver to Downtown Bentonville Inc. and authorizing the Mayor and Clerk enter into an agreement for services for 2023. This is a Budgeted Item.					

Estimated Cost	\$35,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: February 22, 2023
Re: City Council approval of an ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

City Staff is seeking City Council's approval of an ordinance, waiving competitive bidding for services and authorizing the Mayor and City Clerk to enter into an agreement with Downtown Bentonville, Inc (DBI). Duration of the agreement is from January 1, 2023 through December 31, 2023. This fee represents a \$35,000 annual fee.

This agreement, like the agreement of previous years, authorizes DBI to produce and charge fees for family friendly, community-based events on / around the Downtown Bentonville Square. These events include Farmers Markets, First Fridays, the Art and Culinary Festival, a Multi-Cultural Event, the Lighting of the Square and the Christmas Parade. While the City will support these events, the contract states the responsibility falls on DBI to plan, promote, produce and evaluate these events annually. In addition to these major events, DBI is responsible for creating and maintaining a public calendar of events held on or / the Square. Finally, DBI staff is required to attend the monthly Traffic, Safety and Signage Committee. This allows for further coordination of events, if necessary.

As stated, City of Bentonville Staff provides labor and support for each of these community events. For example, Police and Fire are present and attend to emergencies during each public event. Parks and Recreation Staff provides set up and tear down support, as well as trash control during each event. This contribution is significant to our operating budget, so these services are outlined in the agreement.

Staff members from DBI and the City of Bentonville have thoroughly reviewed the agreement. Both parties have expressed they are satisfied with the agreement and believes it lays a solid foundation for a working relationship for these programs and events.

Many City of Bentonville Staff members contributed to this agreement and agenda item. This contract touches Police, Fire, Parks, Planning and Legal. If you have any questions regarding this item, please email me at dwright@bentonvillear.com. If I cannot answer your question(s), I will forward them to the appropriate department.

Attachments:
Agreement for Services with Downtown Bentonville, Inc.

**AGREEMENT FOR
DOWNTOWN BENTONVILLE, INC.
PROGRAM FOR THE
CITY OF BENTONVILLE, AR**

Downtown Bentonville, Inc. (DBI), a not-for-profit entity, shall provide services to the City of Bentonville (City), in exchange for consideration from the City.

This contract outlines the services provided to the City by DBI.

General services will include the development and implementation of strategies and plans for downtown Bentonville and enhancements that will include, but are not limited to, infrastructure, events, marketing, communications, business recruitment, and other economic development activities.

Specific services provided by DBI will include:

Event Production, Coordination, and Administration

- A. Coordinate master public event calendar and coordinate approval process for all public realm events held on or surrounding the Bentonville Square. This role includes ensuring that proposed events comply with existing laws and regulations and meet with the approval of the City, including the Police Department, the Fire Department, the Parks and Recreation Department, the Street Department, the Community Development Department, the Legal Department, and any other department that may be impacted.
- B. Provide a central contact point (via designated employee) for event coordination. Said employee shall also attend all City of Bentonville Traffic Safety and Signage Committee meetings.
- C. Produce and direct the following events for the City of Bentonville on the Bentonville Square:
 - Saturday Farmers Markets - April through October;
 - 8 Bentonville First Fridays;
 - Bentonville Together Multicultural Event; and
 - Winter Wonderland Events, including the City's Lighting of the Square, a Winter Market, and the Parade.
- D. The Lighting of the Square Event will be branded the "City of Bentonville Lighting of the Square." DBI will lead an event team that includes members of Parks and Recreation Staff, Police, and other City Staff to produce event highlighting the Holiday Lights as an attraction and promoting local Downtown Bentonville merchants.
- E. In addition to these major activities, DBI will also continue to look for means to attract people into the downtown area of Bentonville.

Event Assurances

In order for the City of Bentonville's Departments to adequately provide assistance and support to DBI public events, DBI shall comply with the following policies:

- A. In addition to the required Traffic Safety and Signage Committee approvals, DBI will provide Bentonville Parks and Recreation, or the appropriate City department, detailed logistical information a minimum of two weeks prior to each event. This information should include, but is not limited to, beginning and ending times for said program(s).
- B. City support staff, when needed, will remain on site a maximum of one hour after the scheduled end time (two hours for First Friday events). If time exceeds scheduled end time, DBI is responsible to return public site to normal operating conditions: free of trash, debris, compost, and other like materials.
- C. DBI is required to bring the public site back to its normal operating conditions at the conclusion of the event. All staging equipment, barricades, supplies, tents, portable restrooms, etc. must be removed immediately following the event. When an event concludes late in the evening, it may be acceptable to have items removed first thing the following morning.
- D. Any equipment required to be staked cannot be staked into the ground or other permanent structures in the Downtown Square area. Equipment shall be anchored with sandbags, water barrels, buckets, or other like item. Damage occurring from failure to comply with this stipulation will be repaired by the appropriate City Department and billed to DBI to include the costs of supplies and labor.
- E. DBI and event vendors must comply with State of Arkansas Health Department regulations. This prohibits food and drink vendors from utilizing the non-domestic water on the Downtown Square. Please note all water faucets in the Downtown Square are non-domestic.
- F. DBI and vendors must also comply with all applicable laws, regulations, and public safety codes including but not limited to the Arkansas Fire Prevention Code and the National Electrical Code.
- G. If DBI or event vendors, require additional electric service beyond the existing installed outlets, they must provide their own power source via generator. This service shall comply with the National Electric Code.
- H. No alcoholic beverages will be sold or consumed in connection with City events or at DBI events on the Square or City property.
- I. DBI shall maintain an Emergency Operations Plan approved by the City of Bentonville.

General Administration

Additionally, DBI shall develop data systems to track process and progress of the DBI programs and initiatives and provide a verbal and written year-end report on downtown economic and event activity to the Bentonville City Council.

In exchange for the services set forth herein, DBI shall be compensated as follows:

- A. DBI shall receive a payment of Thirty-Five Thousand Dollars (\$35,000.00) directly from the City for work as outlined. The length of the contract is from January 1, 2023, to December 31, 2023. DBI shall receive two payments of Seventeen Thousand Five Hundred Dollars (\$17,500.00) each for services rendered in 2022, the first will be payable in March, 2023 and the second payable in September, 2023. DBI shall send an invoice to the Parks and Recreation Director for each of these payments.
- B. DBI shall be compensated based on the completion of projects according to the following model: Farmers Markets Ten Thousand Dollars (\$10,000.00), First Fridays Ten Thousand Dollars (\$10,000.00), Bentonville Together Five Thousand Dollars (\$5,000.00), Lighting of the Square Five Thousand Dollars (\$5,000.00), and Winter Wonderland - Parade Five Thousand Dollars (\$5,000.00).
- C. DBI shall also be permitted to charge the following fees from vendors for listed events:
- First Friday 10x10 Booth: One Hundred Dollars (\$100.00)- For Profit Organizations; Fifty Dollars (\$50.00)- Nonprofit Organizations
 - First Friday 10x10 Concessions: Seventy-Five Dollars (\$75.00), plus ~~ten~~ 10 percent (10%) of gross sales
 - Saturday Farmers Market 10x10 Booth: Twenty-Five Dollars (\$25.00) per day, plus ~~five~~ 5 percent (5%) of gross sales
 - Saturday Farmers Market 10x10 Concessions: booth fee, plus ~~five~~ 5 percent (5%) of gross sales
 - Wednesday Farmers Market 10x10 Booth: Two Hundred Dollars (\$200.00) for entire season (refundable, based off of attendance), plus ~~seven~~ 7 percent (7%) of gross sales
 - Wednesday Farmers Market 10x10 Concessions: Ten Dollars (\$10.00) space fee, plus ~~seven~~ 7 percent (7%) of gross sales
 - Ability to charge up to a Fifty Dollar (\$50.00) late fee for Farmers Market vendors who do not pay their booth fee and/or commissions on time.

Additional assurances:

- A. DBI shall not discriminate against any employee or person served under this Agreement on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status, or as otherwise prohibited by applicable law.
- B. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the Circuit Court of Benton County, Arkansas.
- C. DBI acknowledges that the City enjoys certain rights and immunities under A.C.A. §21-9-301 and that nothing in this Agreement shall be interpreted to reduce, limit, negate, or waive any of those protections or rights. Specifically, DBI acknowledges that its use of the City's property, shall be at DBI's own risk and DBI hereby agrees to indemnify and hold the City harmless along with any and all of its employees, officers, or agents against any and all claims related to DBI's use of the City's property.

- D. The parties acknowledge that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act Ark. Code Ann §25-19-101. Contracts and documents prepared while performing the City's contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City, DBI will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

The City may terminate this agreement if it deems necessary and prudent, and, if such termination occurs, the City shall pay a proportional share of the contract based on the date of termination.

Dated this _____ of _____, 20____

Kirk Gober, Board President
Downtown Bentonville, Inc.

Stephanie Orman, Mayor
City of Bentonville

Dana Schlagenhaft, Executive Director
Downtown Bentonville, Inc

Kirby Romines, City Clerk
City of Bentonville

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
DOWNTOWN BENTONVILLE INC. FOR EVENT
PRODUCTION AND RELATED SERVICES; WAIVING
THE REQUIREMENT OF COMPETITIVE BIDDING; AND
FOR OTHER PURPOSES.**

WHEREAS, consistent with previous years, this agreement allows Downtown Bentonville, Inc, (DBI) to produce family friendly, community based events on or around the Downtown Bentonville Square;

WHEREAS, the cost of this agreement will not exceed thirty-five thousand dollars (\$35,000.00); and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Downtown Bentonville Inc., for event production and related services, in an amount not to exceed thirty-five thousand dollars (\$35,000.00);

Section 2: Because Downtown Bentonville Inc. is uniquely qualified to produce these events due to its mission, its relationship with downtown stakeholders, and its working knowledge of producing downtown events, it would be neither practical nor feasible to advertise for competitive bidding, that requirement is herein waived;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	2/28/2023
Department	Parks and Recreation
Submitted by	David Wright, Parks and Recreation Director
Phone	479.271.6813

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing Mayor and City Clerk to enter accept a \$261,000.00 grant from the Walton Family Foundation for Pickleball Courts at Creekside Park, and authorizing budget adjustment in the same amount for fund the project. Budget Adjustment needed to recognize funds.					

Estimated Cost	\$35,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Budget Adjustment Request

Date of City Council Meeting	2/14/2023
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 696-0204

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Resolution approving a budget adjustment for Parks and Recreation, in the amount of \$261,000, recognizing revenue from a grant for pickleball courts and allocating funds in the 2023 budget.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	33810	Local Grants	\$ 261,000.00	
105030	47390	Improv Other than Bldg/Other		\$ 261,000.00
		Totals	\$ 261,000.00	\$ 261,000.00
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: February 22, 2023
Re: City Council approval of resolution authorizing the Mayor to accept a grant, in the amount of \$261,000, to assist with the construction of eight (8) pickleball courts at Creekside Park, and approving budget adjustment allocating funds to the 2023 budget.

At the December 13, 2022, City Council Meeting, Council approved a change order valued at \$634,952, to add eight (8) pickleball courts to the Creekside Park project. During the meeting, we informed council we had applied for a grant to assist with funding and were very optimistic we would receive financial assistance for the project. However at the time, we needed to make a decision regarding moving forward in order to open the park as originally planned.

In recent weeks, Parks and Recreation received the formal grant award from the Walton Family Foundation, awarding a grant in the amount of \$261,000. The dollar figure was based on the additional cost of going from four (4) courts to eight (8) courts. The Walton Family Foundation funded the difference in full for our project.

Since council already approved the change order, construction on the courts have begun. This item is merely to approve the grant to assist with funding, along with the budget adjustment to apply to the correct budget accounts.

The courts should be ready for play when we open the park in late spring of this year. While we are not ready to commit to an opening date, we are targeting May for completion and opening.

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

Attachments:

Grant agreement from Walton Family Foundation

WALTON FAMILY FOUNDATION



[Date TBD]

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

RE: Grant 00108420

Dear Mayor Orman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of \$261,000.00 to the City of Bentonville ("Grantee"). The project term will be January 1, 2023 to August 31, 2023. This grant is at the recommendation of Steuart Walton and Tom Walton and is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to assist in the construction of 8 pickleball courts and Bentonville Parks and Recreation facilities. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

1. Amount: \$261,000.00 USD

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$261,000.00	Upon signature and return to the Foundation of this grant agreement.	On or about February 15, 2023

2. **Payable:** This grant payment shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.
3. **Accounting:**
 - a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.

- b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.
4. **Reporting and Evaluation:** Grantee will provide the Foundation with a financial and narrative report by the due date listed in the report schedule below. The report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Due Date
Final Report	September 15, 2023

The report will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00108420 on all communication.

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

5. **Representations:** Grantee represents and warrants to the Foundation that:
- Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
 - In no event will Grantee use any grant funds:
 - to carry on propaganda, or otherwise to attempt, to influence legislation;
 - to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - Grantee will comply with all applicable laws and regulations.
 - Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - grant funds will not ultimately be used to support terrorist activities or violence of any kind.
6. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use

the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

7. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur: The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.
 - a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
 - c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
 - d. Grantee does not use funds for the purpose of this grant;
 - e. The Foundation is not satisfied with the progress of the activities funded by this grant as measured in the performance measures in Appendix A;
 - f. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
 - g. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
 - h. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
 - i. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.
8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the grant and the project funded by the grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or

omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
11. **Contact:** For all communications regarding this grant, your points of contact will be Kelly Schmidt (phone 512-264-867 or email kschmidt@wppg.org). Please reference Grant 00108420 in your communication.

By electronically signing this grant agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by **[Date TBD]**, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Caryl M. Stern
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Mayor Stephanie Orman
City of Bentonville

cc: David Wright

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT FROM THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF TWO HUNDRED SIXTY-ONE THOUSAND DOLLARS; ADJUSTING THE 2023 BUDGET TO RECOGNIZE THE SAME TO ACCOUNT #105030-33810 – LOCAL GRANTS; APPROPRIATING THE SAME INTO ACCOUNT #105050-47390 – IMPROVEMENT OTHER THAN BUILDING; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH CEI ENGINEERING ASSOCIATES, INC; AND FOR OTHER PURPOSES.

WHEREAS, at the December 13, 2022 meeting, City Council approved a change order adding eight (8) pickleball courts to Creekside Park;

WHEREAS, the Walton Family Foundation awarded a grant to the Parks and Recreation Department which significantly contributes to the cost of this project; and

WHEREAS, there is no matching portion for this grant.

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

Section 1: The Mayor and City Clerk are authorized to accept a grant from the Walton Family Foundation, in the amount of two hundred sixty-one thousand dollars (\$261,000.00), for pickleball courts at Creekside Park;

Section 2: The 2023 Budget is adjusted to recognize two hundred sixty-one thousand dollars (\$261,000.00) of grant funds into Account #105050-33810 – Local Grants and appropriating the same to Account #105050-47390 – Improvement Other than 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 this ____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	2/28/2023
Department	Parks and Recreation
Submitted by	Scott Mendenhall
Phone	(479) 271-3190

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to enter into an Agreement with WT Equipment Transfer Holding Company/DBA Bobcat of Northwest Arkansas through participation in the Sourcewell Cooperative Contract, Contract Number 040319-CEC, to purchase Bobcat UW56 Toolcat Utility Work Machine in the amount of \$66,950.00, plus applicable taxes estimated to be \$6,306.50 for a total of \$73,310.25. This is a budgeted item.					

Estimated Cost	\$73,310
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
Thru: David Wright, Parks and Recreation Director
From: Scott Mendenhall, Parks and Recreation Maintenance Manager
Date: February 15, 2023
Re: Resolution to enter into an Agreement with WT Equipment Transfer Holding/DBA Bobcat of Northwest Arkansas through participation in the Sourcewell Cooperative Contract to purchase a Bobcat UW56 Toolcat Utility Work Machine in the amount of \$66,950, plus applicable taxes estimated to be \$6,306.50 for a total of \$73,310.25.

Parks and Recreation Staff is requesting City Council's approval of a Resolution to enter into an Agreement with WT Equipment Transfer Holding Company/DBA Bobcat of Northwest Arkansas through participation in the Sourcewell Cooperative Contract, Contract Number 040319-CEC, to purchase Bobcat UW56 Toolcat Utility Work Machine in the amount of \$66,950.00, plus applicable taxes estimated to be \$6,306.50 for a total of \$73,310.25. Use of a Co-Op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of Co-Op Contract Number 040319-CEC, determining that the solicitation was in line with both the Arkansas State Statute and the City's Purchasing Policy. This is a budgeted item in the 2023 Budget.

Bentonville Parks and Recreation Maintenance is adding the versatile Bobcat Toolcat to the existing equipment fleet, including an existing Toolcat, in order to accommodate needs due in part to adding existing park and trail inventory (Creekside Park, Bogle Park, I-49 trail tunnel, 3rd/8th Steet bike lanes etc.) and additional staff.

The Toolcat, in its basic configuration with an attached bucket, is utilized by all maintenance teams for most projects as well as snow removal. Paired with the variety of existing attachments including a rotary brush, trencher, plow blade and augers, the Toolcat's capabilities are elevated significantly and subsequently the unit is in high demand and subject to constant use. The Toolcat is the primary equipment piece used for servicing and maintaining the City's 30-mile section of Razorback Greenway including eleven (11) tunnels, among other duties.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email: smendenhall@bentonvillear.com.



Bobcat

Product Quotation

Quotation Number: MMB-02076

Date: 2023-01-10 23:55:22

Customer Name/Address:	Bobcat Delivering Dealer
CITY OF BENTONVILLE G11598	WT Equipment Transfer Holding
400 Se Moberly Ln	Company / DBA Bobcat of
Bentonville, AR 72712-6136	Northwest Arkansas, Rogers, AR
	2737 W HUDSON RD
	ROGERS AR 72756
	Phone: (479) 621-6001
	Fax: (479) 636-2238

Description	Part No	Qty	Price Ea.	Total
Bobcat UW56	M1225	1	\$58,459.20	\$58,459.20
Adjustable Vinyl Seats	Hydraulic Dump Box			
All-Wheel Steer	Instrumentation: Standard 5" Display with			
Automatically Activated Glow Plugs	Keyless Start, Engine Temperature and Fuel			
Auxiliary Hydraulics	Gauges, Hour meter, RPM and Warning			
• Variable Flow with dual direction detent	Indicators. Includes maintenance interval			
Beverage Holders	notification, fault display, job codes, quick start,			
Bob-Tach	and security lockouts.			
Boom Float	Joystick, Manually Controlled with Lift Arm Float			
Cargo Box Support	Lift Arm Support			
Cruise Control	Parking Brake, automatic			
Speed Management	Power Steering with Tilt Steering Wheel			
Enclosed Cab with HVAC	Radiator Screen			
Dual Port USB charger	Rear Receiver Hitch			
Lower Engine Guard	Seat Belts, Shoulder Harness			
Limited Slip Transaxle	Spark Arrestor Muffler			
Engine and Hydraulic Monitor with Shutdown	Suspension, 4-wheel independent			
Front LED Work Lights	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Full-time Four-Wheel Drive	Toolcat Interlock Control System (TICS)			
Horsepower Management	Two-Speed Transmission			
• Roll Over Protective Structure (ROPS) . Meets	Machine Warranty: 12 Months, unlimited hours			
Requirements of SAE-J1040 & ISO 3471	Bobcat Engine Warranty: Additional 12 Months			
• Falling Object Protective Structure (FOPS) . Meets	or total of 2000 hours after initial 12 month			
Requirements of SAE-J1043 & ISO3449, Level I	warranty			
Dome Light				
Deluxe Road Package	M1225-P01-C01	1	\$2,364.00	\$2,364.00
Deluxe Road Package includes: Backup Alarm, Turn				
Signals, Flashers, Tail Lights, Brake Lights, Rear				
view mirror, Side Mirrors, Horn, Rear work lights,				
and headlights				
High Flow Package	M1225-R03-C02	1	\$1,388.80	\$1,388.80
29 X 10.5 Trac Tire	M1225-R05-C04	1	\$460.00	\$460.00
Heavy Duty Battery	M1225-R07-C02	1	\$80.00	\$80.00
Attachment Control	M1225-R08-C02	1	\$204.00	\$204.00
Power Bob-Tach	M1225-R14-C03	1	\$920.00	\$920.00
Radio Option	M1225-R15-C02	1	\$452.00	\$452.00
Traction Control	M1225-R16-C02	1	\$484.00	\$484.00
Rear View Camera	M1225-R20-C01	1	\$300.00	\$300.00
Engine Block Heater	M1225-A01-C02	1	\$116.00	\$116.00
Interior Trim	M1225-A01-C04	1	\$172.00	\$172.00

Total of Items Quoted

\$65,400.00

Dealer P.D.I.
Freight Charges
Dealer Assembly Charges
Quote Total - US dollars

\$150.00
\$1,400.00
\$0.00
\$66,950.00

Notes:

PLUS TAX IF APPLICABLE

**Prices per the Sourcewell Contract #040319-CEC.*

**Terms Net 60 Days. Credit cards accepted.*

**FOB Destination*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID# 38-0425350*

**Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

**Quote valid for 30 days*

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH WT EQUIPMENT TRANSFER HOLDING/DBA BOBCAT OF NORTHWEST ARKANSAS, FOR THE PURCHASE OF A BOBCAT UW56 TOOLCAT UTILITY WORK MACHINE, IN THE AMOUNT OF SIXTY-SIX THOUSAND NINE HUNDRED FIFTY DOLLARS (\$66,950.00) PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.

WHEREAS, this agreement is entered into through participation in the Sourcewell Cooperative Contract, Contract #040319-CEC;

WHEREAS, this contract covers the purchase of a Bobcat UW56 Toolcat Utility Work Machine needed by the Parks and Recreation Department; and

WHEREAS, this will be paid with budgeted 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 WT Equipment Transfer Holding/dba Bobcat of Northwest Arkansas, for the purchase of a Bobcat UW56 Toolcat Utility Work Machine, in the amount of sixty-six thousand nine hundred fifty dollars (\$66,950.00) plus applicable taxes;

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	2/28/2023
Department	Parks and Recreation
Submitted by	Scott Mendenhall
Phone	(479) 271-3190

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to Award Bid IFB-23-02 to Titan Lawn and Landscape, LLC, for mowing services as needed throughout the year at a weekly rate of \$2,217.38, for an annual estimated total of \$66,521.40 per the unit prices attached. This is a budgeted item being awarded to the lowest qualified bidder.					

Estimated Cost	\$66,521.40
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
Thru: David Wright, Parks and Recreation Director
From: Scott Mendenhall, Parks and Recreation Maintenance Manager
Date: February 15, 2023
Re: City Council approval of Bid Award to IFB-23-02 to Titan Lawn and Landscape, LLC, in the amount of \$66,521.40, for Mowing Services for Parks and Recreation.

Parks and Recreation Staff is requesting City Council's approval to Award Bid IFB-23-02 to Titan Lawn and Landscape, LLC, for mowing services at Creekside Park as needed throughout the year at a weekly rate of \$2,217.38 for an annual estimated total of \$66,521.40. This contract is for a one-year term, renewable annually upon mutual written agreement for a total maximum contract term not to exceed three (3) years, commencing on the start date. The mowing services is a budgeted expense in the 2023 Budget.

As Bentonville Parks and Recreation has grown over the years, we continue to utilize contract mowing to supplement the overall park and trail maintenance mowing scheme and offset the need for adding new full -time personnel as well as temporary labor. In this case, contract mowing services will maintain 29 acres of park surfaces once per week for up to thirty (30) weeks. This will afford our maintenance team to focus on our high use athletic fields, the maturation and fine tuning of Creekside Park and the consistent growth of work orders for facilities and grounds across the entire park system.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email smendenhall@bentonvillear.com.

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

Date of Bid Opening:	2/7/23	Time of Bid Opening:	2:15 PM	Solicitation ID Number:	IFB-23-02
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Solicitation Title: Creekside Park Mowing Contract

Bidders:		Titan Lawn & Landscape, LLC	Martel's Landscaping
Line Item	Description	Price Per Weekly Mow/Cycle (Unit Price)	Price Per Weekly Mow/Cycle (Unit Price)
1	Creekside Park Excluding cricket grounds, Bright Road, and Little Osage Creek Trail	\$1,330.43	\$1,637.03
2	Creekside Park Cricket Grounds	\$295.65	\$295.65
3	Creekside Park Little Osage Trail Including green spaces	\$295.65	\$355.88
4	Creekside Park Bright Road Sidewalk and greenspace	\$295.65	\$273.75
Total Bid Price		\$2,217.38	\$2,562.31
purchasing@bentonvillear.com - (479) 271-3115			

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-23-02; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH TITAN LAWN & LANDSCAPE, FOR MOWING SERVICES AT CREEKSIDE PARK; AND FOR OTHER PURPOSES.

WHEREAS, Titan Lawn & Landscape is the lowest qualified bidder for bid IFB-23-02;

WHEREAS, this contract covers mowing services at Creekside Park;

WHEREAS, the estimated cost for this contract is sixty-six thousand five hundred twenty-one dollars and forty cents (\$66,521.40); 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 contract with Titan Lawn & Landscape, for mowing services at Creekside Park;

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	2/28/2023
Department	Parks and Recreation
Submitted by	Scott Mendenhall
Phone	(479) 271-3190

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to Award Bid IFB-23-01 to Ace of Blades to perform an estimated four (4) herbicide and fertilizer applications to turf areas at seventeen (17) City of Bentonville Parks for an annual estimated total of \$21,536.64, per the unit prices attached. This is a budgeted item awarded to the lowest qualified bidder.					

Estimated Cost	\$21,536.64
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
Thru: David Wright, Parks and Recreation Director
From: Scott Mendenhall, Parks and Recreation Maintenance Manager
Date: February 15, 2023
Re: Award Bid IFB-23-01 to Ace of Blades to perform herbicide and fertilizer applications to turf areas at (17) City of Bentonville Parks throughout the contract term for \$5,384.16 per application for an annual estimated total of \$21,536.64.

Parks and Recreation Staff is requesting City Council's approval to Award Bid IFB-23-01 to Ace of Blades to perform four (4) herbicide and fertilizer applications to turf areas at (17) City of Bentonville Parks or portions of those parks, throughout the contract term for \$5,384.16 per application for an annual estimated total of \$21,536.64. This contract is for a one-year term, renewable annually upon mutual written agreement for a total maximum contract term not to exceed three (3) years, commencing on start date. The City has determined it is in its best interest to not award Line 16 (Creeside Park).

The parks, or portions of parks treated include Austin Baggett, Bike and Bark Park, Orchards Park, Bentonville Community Center and Citizens Park, Enfield Park, Gilmore Park, Old Tiger Track, Park Springs Park, Train Station Park, Wildwood Park, Downtown Bentonville Square, Lake Bentonville Park, Bogle Park and Dave Peel Park.

Contracting this application program ensures proper and consistent maintenance of the turf in the designated parks and allows our Turf Maintenance Specialist to concentrate on the care of the department's sport complexes and larger park areas. As we continue to add manageable turf to our inventory (Creeside Park, Bogle Park, SW Bentonville Trail etc.) the contract service compliments our turf management program and assists our team with providing the best product possible.

If you have any questions regarding this item, please let me know. Please call me at 479-271-3190, or email smendenhall@bentonvillear.com.

Attachments:
Bid Tabulation



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	2/7/23	Time of Bid Opening:	2:00 PM	Solicitation ID Number:	IFB-23-01
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Solicitation Title: Chemical and Fertilizer Applications at City of Bentonville Parks

Bidders:		Ace of Blades	Blue Ribbon Grounds Services LLC
Line Item	Description (Park Name and Address)	Price Per Application (Unit Price)	Price Per Application (Unit Price)
1	Austin Baggett 601 SOUTHEAST D STREET	\$197.10	\$448.70
2	Bike Park 2400 NORTH WALTON BOULEVARD	\$328.50	\$791.75
3	Bark Park 2400 NORTH WALTON BOULEVARD	\$531.08	\$1,239.75
4	Orchards Park 1100 NORTHEAST JOHN DESHIELDS BOULEVARD	\$914.33	\$2,516.38
5	Orchards Park Amphitheater 1100 NORTHEAST JOHN DESHIELDS BOULEVARD	\$487.28	\$1,241.65
6	Bentonville Community Center/Citizens Park 1101 SOUTHWEST CITIZENS CIRCLE	\$618.68	\$1,503.03
7	Enfield Park 1205 NORTHEAST WAVERLY WAY	\$120.45	\$274.35
8	Gilmore Park SOUTHWEST 5TH AND SOUTHWEST D STREET	\$240.90	\$624.58
9	Lawrence Plaza 215 NORTHEAST A STREET	\$56.94	\$62.00
10	Old Tiger Track 517 TIGER BOULEVARD	\$793.88	\$2,122.56
11	Park Springs Park 300 NORTHWEST 10TH STREET	\$301.13	\$1,016.78
12	Train Station Park 400 SOUTH MAIN STREET	\$82.13	\$170.80
13	Wildwood Park 3800 BRIGHT ROAD	\$136.88	\$328.18
14	Downtown Bentonville Square 1 EAST CENTRAL AVENUE	\$82.13	\$162.82
15	Lake Bentonville Park 2100 SOUTHWEST I STREET	\$186.15	\$803.96
16	Creekside Park* 3104 SOUTHWEST BRIGHT ROAD	\$492.75	\$2,861.89
17	Bogle Park 708 JEFFERSON STREET	\$175.20	\$270.86
18	Dave Peel Park 206 EAST CENTRAL AVENUE	\$131.40	\$363.05
Total Bid Price		\$5,876.91	\$16,803.09

*The City has determined it is in its best interest to not award line 16 (Creekside Park).

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

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-23-01; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ACE OF BLADES, FOR HERBICIDE AND FERTILIZER APPLICATION AT VARIOUS CITY PARKS; AND FOR OTHER PURPOSES.

WHEREAS, Ace of Blades is the lowest qualified bidder for bid IFB-23-01;

WHEREAS, this contract covers herbicide and fertilizer applications at various City parks;

WHEREAS, the estimated cost for this contract is twenty-one thousand five hundred thirty-six dollars and sixty-four cents (\$21,536.64); 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 contract with Ace of Blades, for herbicide and fertilizer applications at various City parks;

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	2/28/2023
Department	Parks and Recreation Department
Submitted by	Hunter Garrison
Phone	(479) 254-2063

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the City to apply for Federal Carbon Reduction Program Funds to aid in the construction of the Southwest Bentonville Trail - Morning Star Road to Vendor Boulevard.					

Estimated Cost	N/A
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
Thru: David Wright, Parks and Recreation Director
From: Hunter Garrison, Bike and Pedestrian Planner
Date: February 16, 2023
Re: City Council approval of a resolution authorizing the City to utilize Federal Aid Carbon Reduction Program Funds for the construction of the Southwest Bentonville Trail – Morning Star Rd to Vendor Blvd.

Parks and Recreation Staff request Council's approval to utilize Federal Aid Carbon Reduction Program Funds for the construction of the Southwest Bentonville Trail – Morning Star Rd to Vendor Blvd. Carbon Reduction Program funding is available via an 80/20 match program with the City providing a minimum of 20% of the required funding for the project.

The Southwest Bentonville Trail – Morning Star Rd to Vendor Blvd is the next segment of the Southwest Bentonville Trail and a part of the planned loop trail as proposed in the Connecting Bentonville Plan.

The approximately 1.8 trail is to begin at Morning Star Rd near SW Wentworth Dr, head west and cross SW Regional Airport Blvd before terminating at SW Vendor Blvd at the Walmart distribution center. The trail will then tie into future planned segments.

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



RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF

THE CITY OF BENTONVILLE

TO UTILIZE FEDERAL-AID CARBON REDUCTION PROGRAM FUNDS

WHEREAS, The City of Bentonville understands Federal-aid Carbon Reduction Program Funds are available at 80% federal participation and 20% local match to develop or improve the Southwest Bentonville Trail, and

WHEREAS, The City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

SECTION I: The City of Bentonville will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION II: *The City of Bentonville Mayor* is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION III: The City of Bentonville pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2023.

Signed: _____
Stephanie Orman, Mayor

ATTEST: _____
Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	2/28/2023
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):					
Resolution setting a public Hearing for March 14, 2023 to vacate a Drainage and Utility Easement located at Lot 7A and Lot 30 of The Bluffs Subdivision Phase 1 (VAC23-0001).					

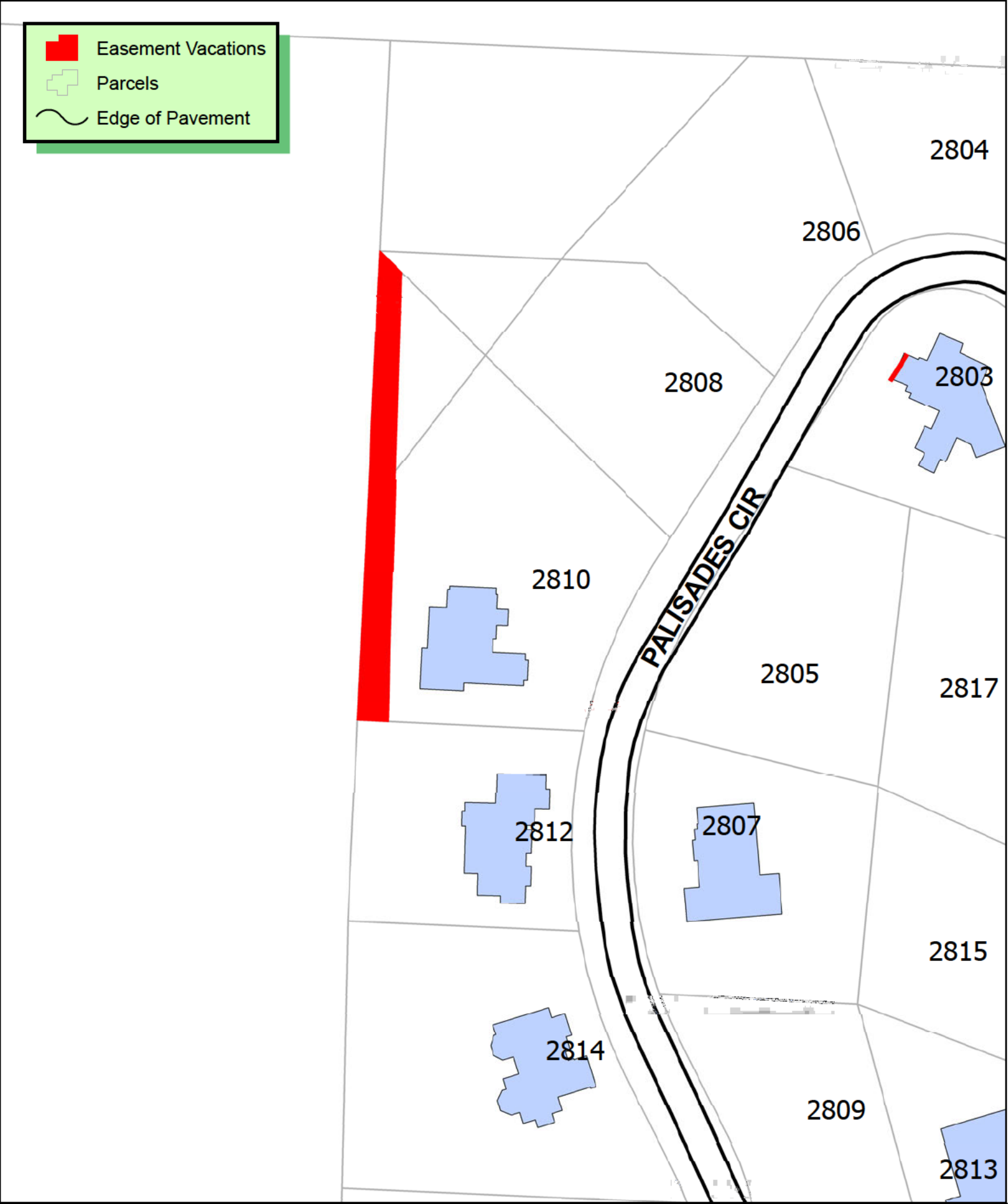
Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



 Easement Vacations

 Parcels

 Edge of Pavement



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Barry and Ronda Greene requesting a drainage and utility easement vacation within the City of Bentonville, Arkansas be vacated, which said drainage and utility easement is described as follows:

A 25' Utility Easement/Drainage Easement squarely off the West side of Lot 7A, The Bluffs Subdivision Phase 1 as shown on plat record Book 2004, Page 1104, and filed for record at the Benton County Clerk's Office, Benton County, Arkansas.

AND

A 25' Utility Easement/Drainage Easement squarely off the West side of Lot 30 The Bluffs Subdivision Phase 1 as shown on plat record Book/Page L201836349 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on March 14, 2023 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the ____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	2/28/2023
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):

Resolution setting a public Hearing for March 14, 2023 to vacate a Utility Easement located at Lot 12 of Allen Subdivision, 406 S Walton (VAC23-0002).

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

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

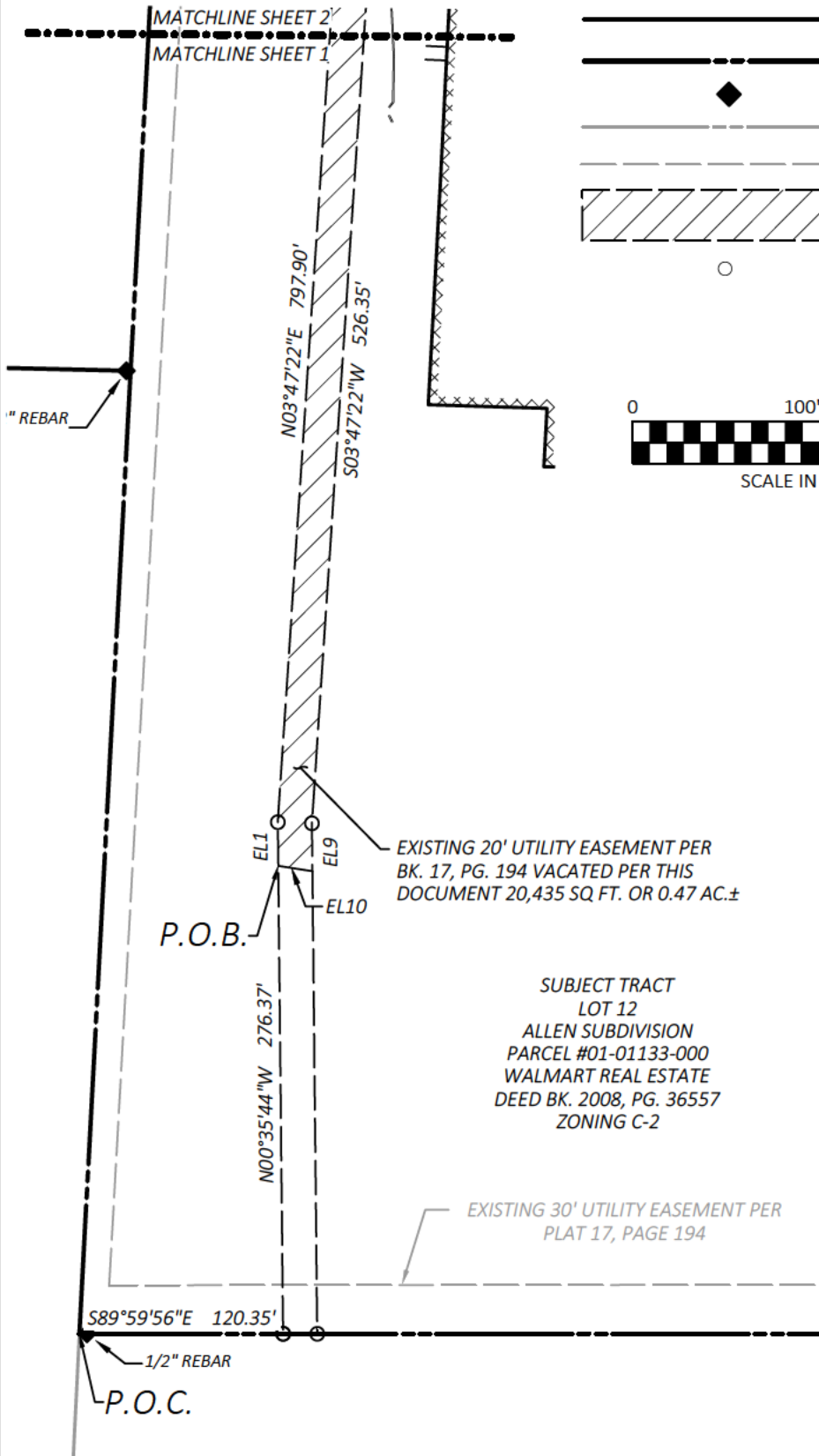
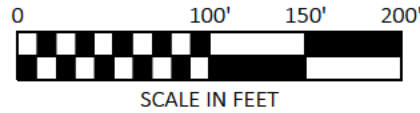
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DRAWING LOCATION: -S13100031971\DRAWINGS SURVEY\WORK\151971\EX VACATION.DWG - SAVED BY: WPIERSON

Legend

-  Boundary Line
-  Found Monument (As Noted)
-  Adjoining Boundary Line
-  Existing Easement Line
-  Easement to be Vacated
-  Bearing & Distance Change



EXISTING 20' UTILITY EASEMENT PER
BK. 17, PG. 194 VACATED PER THIS
DOCUMENT 20,435 SQ. FT. OR 0.47 AC.±

SUBJECT TRACT
LOT 12
ALLEN SUBDIVISION
PARCEL #01-01133-000
WALMART REAL ESTATE
DEED BK. 2008, PG. 36557
ZONING C-2

EXISTING 30' UTILITY EASEMENT PER
PLAT 17, PAGE 194

Easement Line Table

LINE	BEARING	DISTANCE
EL1	N00°35'44"W	25.80'
EL2	S03°02'37"W	71.69'
EL3	N87°25'59"W	20.00'
EL4	N03°02'37"E	51.69'
EL5	N86°57'23"W	77.19'
EL6	S86°57'23"E	42.95'
EL7	S02°34'01"W	20.00'
EL8	N86°57'23"W	43.22'
EL9	S00°35'42"E	28.24'
EL10	N81°04'57"W	20.43'



CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENO DRIVE
BENTONVILLE, AR 72712
PHONE (479) 275-9472
FAX (479) 275-9473
CORPORATE TRUCKS FIRM #10031500

3030 LBJ FREEWAY SUITE 100
DALLAS, TX 75234
PHONE (972) 496-9397
FAX (972) 496-9373
BRANCH TRUCKS FIRM #10194234

Utility Easement Vacation Exhibit
Walmart Inc.
406 S Walton Blvd.
Bentonville, Benton County, Arkansas

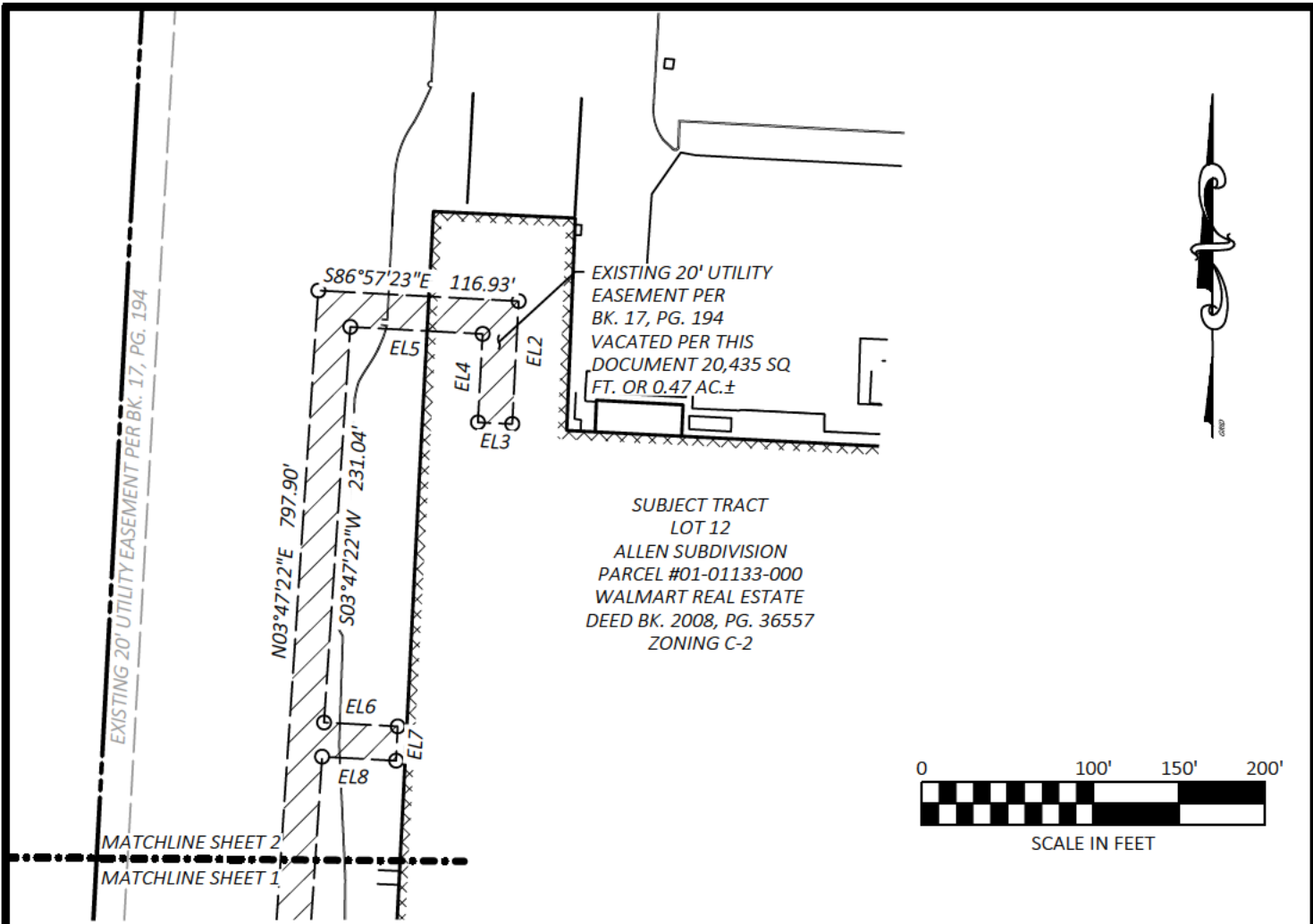
Exhibit B South

SHEET TITLE

PROFESSIONAL OF RECORD	DGR	SHEET NUMBER
DESIGNER	WAP	
FIELD WORK	KDM	
CEI PROJECT NUMBER	31971	
DATE	11/7/2022	
REVISION	REV-2	

1 OF 2

DRAWING LOCATION: -S:\1000\3197\DRAWINGS SURVEY\WORK\151971\EX VACATION.DWG - SAVED BY: WPIERSON



Legend

	Boundary Line
	Found Monument (As Noted)
	Adjoining Boundary Line
	Existing Easement Line
	Easement to be Vacated
	Bearing & Distance Change

Easement Line Table		
LINE	BEARING	DISTANCE
EL1	N00°35'44"W	25.80'
EL2	S03°02'37"W	71.69'
EL3	N87°25'59"W	20.00'
EL4	N03°02'37"E	51.69'
EL5	N86°57'23"W	77.19'
EL6	S86°57'23"E	42.95'
EL7	S02°34'01"W	20.00'
EL8	N86°57'23"W	43.22'
EL9	S00°35'42"E	28.24'
EL10	N81°04'57"W	20.43'



CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGNO DRIVE
BENTONVILLE, AR 72712
PHONE (479) 275-9472
FAX (479) 275-9473
CORPORATE TRUCKS FIRM #10031500

3030 LB FREEWAY SUITE 100
DALLAS, TX 75234
PHONE (972) 486-5937
FAX (972) 486-5937
BRANCH TRUCKS FIRM #10194234

Utility Easement Vacation Exhibit
Walmart Inc.
406 S Walton Blvd.
Bentonville, Benton County, Arkansas

Exhibit B North

SHEET TITLE

PROFESSIONAL OF RECORD	DGR	SHEET NUMBER
DESIGNER	WAP	
FIELD WORK	KDM	
CEI PROJECT NUMBER	31971	
DATE	11/7/2022	
REVISION	REV-2	

2 OF 2

RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by CEI Engineering requesting a utility easement vacation within the City of Bentonville, Arkansas be vacated, which said drainage and utility easement is described as follows:

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) and a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) in Section 36, Township 20 North, Range 31 West, also being a part of Lot 12, Allen Subdivision as shown in Plat Book 2013, Page 636 in the public records of Benton County, Arkansas, being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar found at the southwest corner of said Lot 12,
THENCE along the south boundary line of said Lot 12, South 89°59'56" East, 120.35 feet to the west boundary line of the existing 20-foot utility easement per Plat Book 17, Page 194;
THENCE along said west boundary line, North 00°35'44" West, 276.37 feet to the **POINT OF BEGINNING**;

THENCE continuing along said west boundary line the following three (3) calls:

1. North 00°35'44" East, 25.80 feet;
2. North 03°47'22" East, 797.90 feet;
3. South 86°57'23" East, 116.93 feet to the north boundary line of said 20-foot utility easement;

THENCE along said north boundary line, South 03°02'37" West, 71.69 feet to the east boundary line of said 20-foot utility easement;

THENCE along said east boundary line the following nine (9) calls:

1. North 87°25'59" West, 20.00 feet;
2. North 03°02'37" East, 51.69 feet;
3. North 86°57'23" West, 77.19 feet;
4. South 03°47'22" West, 231.04 feet;
5. South 86°57'23" East, 42.95 feet;
6. South 02°34'01" West, 20.00 feet;
7. North 86°57'23" West, 43.22 feet;
8. South 03°47'22" West, 526.35 feet;
9. South 00°35'42" East, 28.24 feet;

THENCE departing said east boundary line, North 81°04'57" West, 20.43 feet to the **POINT OF BEGINNING**, containing **20,435** square feet or **0.47** acres, more or less.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on March 14, 2023 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville

City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	2/28/2023
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 accepting a bid award # IFB-23-05 for the purchase of a 2022 or newer asphalt distributor, skid mounted. This is a budgeted item awarded to the lowest qualified bidder.					

Estimated Cost	\$ 45,250.88 this price reflects sales tax
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: February 28, 2023
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: Bid Award IFB 23-05 Asphalt Distributor

On February 3, 2023, the City of Bentonville received one bid for a 2022 or Newer Stratos DMS-600 Asphalt Distributor, Skid mounted. Please see attached bid tabulation.

Pavement Technologies Intl Corp was the only bid received with a bid price of \$41,325.00. Total price to include taxes of this bid is approximately \$45,250.88.

The Street Department is recommending awarding bid IFB 23-05 to Pavement Technologies Intl Corp for \$45,250.88. This 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 todayis@bentonvillear.com.

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

Date of Bid Opening:	2/3/23	Time of Bid Opening:	9:30 AM	Solicitation ID Number:	IFB-23-05
-----------------------------	---------------	-----------------------------	----------------	--------------------------------	------------------

Solicitation Title: 2022 OR NEWER PAVEMENTGROUP STRATOS DMS-600 ASPHALT DISTRIBUTOR, SKID MOUNTED, OR EQUIVALENT

Bidder:			Pavement Tehnologies Intl Corp	
Line Item	Quantity	Description	Unit Price	
	(Unit of Measure = EA)			
1	1	2022 or Newer PavementGroup STRATOS DMS-600 Asphalt Distributor, Skid Mounted	\$41,325.00	
		Total Bid Price	\$41,325.00	
			*Applicable taxes will be added to the total, and paid by the City.	
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: JANUARY 8, 2023

NOTICE TO BIDDERS

2022 OR NEWER PAVEMENTGROUP STRATOS DMS-600 ASPHALT DISTRIBUTOR, SKID MOUNTED, OR EQUIVALENT

Invitation For Bid (IFB)-23-05

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of a 2022 or Newer PavementGroup STRATOS DMS-600 Asphalt Distributor, Skid Mounted, or Equivalent, as specified, 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-23-05 held at 1:30 PM CST on Tuesday, January 31, 2023; 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 January 25, 2023, at 4:30 PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ADMINISTRATION



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-23-05	Date of Issuance:	JANUARY 8, 2023
Description:	2022 OR NEWER PAVEMENTGROUP STRATOS DMS-600 ASPHALT DISTRIBUTOR, SKID MOUNTED, 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:	JANUARY 31, 2023 AT 1:30 PM CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	City of Bentonville Administrative Services Building Purchasing – 2 nd Floor 1000 SW 14 th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	January 25, 2023– 4:30 PM CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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: Pavement Technologies Intl Corp Phone Number: 518-218-7676

Business Address (Full Street/City/State/Zip): 1525 Western Ave Albany NY 12203

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

Name of Contact Person: Joe McMahon Email: joe@PAVEMENTgroup.com

Signature of Authorized Person:  Date: 1-24-23

Printed or Typed Name: Joe McMahon Title: Sales Manager

Arkansas Contractor's License Number: _____ (Not required)

Sales or Use Tax ID Number: 82-0567123

Bid Bond Included: ☐ Yes ☒ No (Not required)

[This space has been intentionally left blank]



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 PavementGroup STRATOS DMS-600 Asphalt Distributor, Skid Mounted, or Equivalent, as specified.

2. REQUIRED RESPONSE DOCUMENTS

The following documents must be complete to provide a complete Bid response package:

- Invitation for Bid (IFB) document, all response fields complete.

3. APPENDIXES

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

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

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

2. BONDS

A. BID BOND (BID GUARANTEE)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

 Bid Bond Required X Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of (NA), payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

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B. PERFORMANCE & PAYMENT BOND

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

☐ Performance and Payment Bond Required ☒ Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workmanship and materials) and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

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4. LAWS AND REGULATIONS

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

5. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

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

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7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

8. INDEMNIFICATION

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

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

9. DAMAGES

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

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

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



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10. PAST PERFORMANCE/REFERENCES

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

11. TOBACCO PRODUCTS AND LITTERING

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

12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

13. BIDDER'S DOCUMENTS

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

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

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

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14. INVOICING

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

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

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

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

☒ Invoice upon delivery (Payment within 14 days)

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

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

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

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

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

15. BIDDER REQUESTED PAYMENT TERMS

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

☐ NET 30 Days from Invoice Submission ☐ NET 60 Days from Invoice Submission ☒ Other (Specify Below)
payment within 14 days

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16. PRE-BID MEETING

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

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

☐ In Person ☐ Zoom or Other Virtual Method

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

☐ In Person ☐ Zoom or Other Virtual Method

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

17. TERM

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

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

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

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

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

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

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

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

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

[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 PavementGroup STRATOS DMS-600 Asphalt Distributor, Skid Mounted, or Equivalent, as specified.

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): February 14, 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 45 day(s) from receipt of the City's Purchase Order.

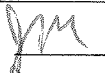
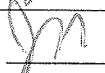
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SECTION 4: BIDDER ACKNOWLEDGEMENTS

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.													
Appendix A: Vendor Disclosure, Completed													
Appendix B: Specifications, Completed													
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. <table border="0"><thead><tr><th><u>ADDENDUM NUMBER</u></th><th><u>DATE OF ISSUANCE</u></th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>												
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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%.

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



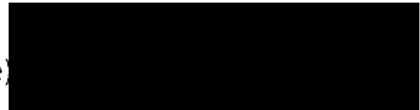
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BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Unit Price
1	EA	2022 or Newer PavementGroup STRATOS DMS-600 Asphalt Distributor, Skid Mounted Bidder: Mark here if as specified <u>X</u> Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed _____ _____ _____	\$ <u>41,325</u>
SALES TAX (If applicable, write "NA" if not applicable. The City does not pay sales tax on vehicles registered to be driven on the road)		\$ <u>N/A</u>	
TOTAL BID PRICE (Stated in figures)		\$ <u>\$41,325</u>	
TOTAL BID PRICE (Stated in words)		<u>forty one thousand three hundred and twenty five</u> dollars and <u>zero</u> cents	

BIDDER DECLARATION

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

Company Name: Pavement Technologies Inc. By (Authorized Person's Signature) 

Printed Name and Title: Joe McMahon Sales Manager

Date: 1-24-20

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

Full names of all partners (required if Company is a partnership): Mark Reeves Edward Reeves



SECTION 6: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
 - b. The term "Bid" means the offer by the Bidder.
 - c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
 - d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
*At times in this document the terms Bidder and Contractor are interchangeable.
 - e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
 - f. The term "City" means the City of Bentonville, Arkansas.
 - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. All signatures must be by an officer or employee having the authority to bind the company or organization by his/her signature and included with the Bid response.

Unit price for each unit offered must be provided. The unit price will be presumed correct.

The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.

Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:

- (1) The Bids are submitted in separate sealed envelopes;
- (2) The products being proposed in each submission are different makes, models or otherwise types of products.



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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.
5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.

- (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
- (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evident on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

6. **ACCEPTANCE OF OFFER:** The submitted Bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Notice of Award, Contract or other contractual or otherwise binding document.

Bidders accept all terms and conditions herein upon submission of their signed Bid.

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee Bid stated herein unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.



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8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

The City reserves the right to accept or reject any or all Bids or part of Bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation for any reason.

The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified herein.

Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsive and responsive Bidder as determined by the City through the Bid evaluation process.

No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without the written approval of the Purchasing Manager and Finance Director.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these Bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL (OR EQUIVALENT, OR ALTERNATE) is added. However, if a product other than that specified is Bid, it is the Bidder's responsibility to identify such product in their Bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made. The decision to accept a proposed item is solely the City's.



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14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. Any request for time extension must be in writing and approved by the City's authorized representative.

All deliveries shall be FOB Destination to the location listed on the purchase order , contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.



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

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

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

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



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3. Termination Due to Unavailability of Funds

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

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



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



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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)



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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Pavement Technologies Intl Corp

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.**

jm 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.

‘ – foot/feet “ – inch(es) BTU – British thermal units

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, including SALES TAX. THE CITY OF BENTONVILLE IS NOT TAX EXEMPT AND PAYS SALES TAX ON HEAVY EQUIPMENT (equipment not registered to travel on the road).		X we do not collect SALES TAX ON OUT OF STATE SALES
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	
2. UNIT SPECIFICATIONS			
6.	2022 or Newer PavementGroup STRATOS DMS-600 Asphalt Distributor, Skid Mounted, As Specified	✓	
7.	General: • 600 gallon capacity • Elliptical tank, baffled, low center of gravity • Skid frame for quick mounting to flatbed • Insulated tank, 2" ceramic wool, aluminum wrapped • Manway, DOT compliant, double folding sealed hatch with strainer and expansion overflow	✓	



SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
	General continued: • Diesel fired Beckett burner system, 350,000 BTU, or equivalent • Thermostatic material controls, digital, set high-low, view current temp • Temperature gauge, analog • 60 GPM Viking pump, 14 HP Briggs Vanguard gas engine, electric start +pull start, 20 amp charging circuit, 2" plumbing, or equivalent • Deep-cell battery package, battery box, voltage meter • In-line strainer basket for easy cleanout • Hose reel by Hannay, spring wound, 3/4" hose, 50' long, or equivalent • Applicator hand wand, on/off valve and foot valve • Material level gauge indicator • Flush tank system, 10-gallon tank • Paint yellow tank • Side-mounted ladder for a tight fit to the cab • Computer monitor, Danfoss DM430E (or equivalent), with on/off spray-bar controller, ground radar. Outputs include gallons/min, gallons-applied, ground speed, distance traveled; input length of spraybar; provides real-time monitoring and records the last 10 spray operations and cumulative historical output of spray operations. Includes a 25' extension.	X	
8.	12' Spray bar and Platform • 12' folding spray bar with 6' main section and 3' folding extensions • 1/4" nozzles every 6" • Operator platform with anti-skid surface	X	
9.	Remote Actuator for Spray Bar • Electro-pneumatic actuator and remote control for remote operation of spray bar valve	X	
10.	Auxiliary Compressor for Remote Actuator for Spray Bar • Electric air compressor/tank system to power electro-pneumatic actuator	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'
11.	Training - The vendor shall provide complete training for employees in the operation, safety, and maintenance of the utility compactor. - The training shall specify service intervals, inspection and proper timing for replacement of wear parts, cleaning, and special winter or summer operation conditions. - The vendor shall provide two (2) complete sets of operation, maintenance, repair, and parts manuals to the City of Bentonville.	X	
12.	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	

13. WARRANTIES (REQUIRED RESPONSE)

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

Product Warranties:

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

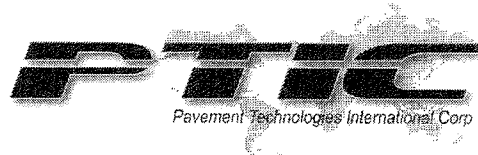
☒ Agree (As Specified) ☐ Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning: _____

Warranties Provided:

12 month warranty (see included warranty document)

Pavement Technologies International Corp.
1525 Western Avenue
Albany, NY 12203 USA
(518) 218-7676 (888) 999-2660
Fax: (518) 650-6413 PavementGroup.com



Warranty Guide & Terms

Congratulations on the purchase of your new equipment. We appreciate your business. Our service and support team is dedicated to providing you with unsurpassed quality and customer service! Our how-to videos, operator manuals, and experienced team are here to provide the necessary service and support to assist you along the way and to get you back up and running quickly, if you're equipment is down.

Manufacturer's Warranty

This **Warranty Guide** has been prepared to help you in the event that your equipment requires repairs or a replacement part, within the warranty period. PTIC will make every effort to assist you so that you can get your equipment up and running and back out on the job, as quickly as possible.

Warranty Duration: The warranty duration is for a period of 12 months.

Warranty Commencement: The warranty commences on the date of delivery or the date on which the customer picks up the equipment. In the case of a municipal sale, the warranty commences on the date of acceptance, but never longer than 10 days from the date of delivery.

Warranty Owner: Warranty is made to the original owner and is not transferable without prior written authorization from PTIC.

Defective Part(s): If a covered part should fail during the warranty period, PTIC will repair or replace the defective part.

Shipping of Part(s): All shipping costs associated with replacing warranted parts are at PTIC expense.

Service Location: If PTIC does not have a service center in your location, PTIC will work with your local service center personnel, with whom you have an existing relationship, in making any necessary repairs. Our team will work with your team to provide all necessary support. The customer is responsible for hauling and related costs of moving the equipment to and from a service center.

Documentation & Support Videos: PTIC has a variety of self-help videos, operator manuals, fault trees and documentation, to assist your technical team in diagnosing and repairing the machinery.

First Support Step: Our technical staff will work directly with your operator, mechanic and/or service personnel to diagnose and help rectify the issue(s) as quickly as possible. Most issues can be diagnosed by phone or video call. Regardless of whether the issue is or is not under warranty, our dedicated staff will assist your team in remedying any issues. PTIC technicians can also authorize spare parts to be shipped out or purchased locally by your staff, expediting repairs, without the time constraints that may occur when scheduling through a local service center.

Pavement Technologies International Corp.
1525 Western Avenue
Albany, NY 12203 USA
(518) 218-7676 (888) 999-2660
Fax: (518) 650-6413 PavementGroup.com



Warranty Procedures:

Notify PTIC of a potential claim by calling 518-218-7676 and/or email Warranty@pavementgroup.com. If you email us, we request that you also call PTIC to speak with a technician. Our service department will work with you to try and get your machine running as quickly as possible. Your claim will be reviewed quickly.

1. Contact PTIC by email at Warranty@PavementGroup.com with a description of the issue
2. Or call 518-218-7676 in New York to speak to a technician and start a claim
 - a. Hours are M-F 9AM-5PM EST.
 - b. After-hours emergency support is available M-F 7AM-11PM EST. A support person will call back within 60 minutes.
3. We will create a warranty ticket in our system and provide you with the ticket number
Provide the following information:
 - a. Date of purchase
 - b. Invoice number
 - c. Machinery serial number
 - d. Machinery brand and model
 - e. Detailed description of the issue and any parts that are needed

Warranty Service Support: PTIC will make every effort to assist the Buyer's representatives, mechanic, our local dealers, and local support centers.

Should it be deemed necessary by PTIC service technicians, the customer may be required to ship the defective part(s) to: **PTIC, Service Dept, 899 River Rd., Selkirk, NY 12158**, for evaluation. If the part is determined to be defective and does not meet exclusion provisions (see below) then PTIC will cover the cost of a replacement part and labor to install and to repair any defects. Returned parts must include **business entity name, address, phone and warranty number**.

Parts Warranty Exclusions: This replacement parts warranty specifically excludes: a) wear parts and consumable items including but not limited to; fluids, filters, belts, feeders, b) non-mechanical defects, c) electrical components, d) cosmetic defects including dents, e) defects caused by the buyer's failure to operate the equipment according to proper operating procedures, including but not limited to overheating of the system, overloading the system, misuse, abuse, neglect, f) damage caused by buyers or buyer's technician's own repair, g) equipment which is damaged during lease, rental, or during operation by anyone other than the buyer's own employees, h) damage caused by flood, fire, lightning, or any other acts of God.

Disclaimer of further warranty: The term Equipment refers to the Equipment, its parts, and components which is covered by this warranty.

Warranty Disclaimer: PTIC EXPRESSLY DISCLAIMS ALL AND ANY WARRANTY EITHER EXPRESSED OR IMPLIED AND SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, EARNINGS, BUSINESS, GOODWILL, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE OR DAMAGES RELATED TO MISUSE, NEGLIGENCE, ACCIDENT, MISAPPLICATION, MODIFICATION, IMPROPER SELECTION OR RECOMMENDATIONS OF ALL PRODUCTS.

Thank you for choosing PavementGroup

Customer Service Department

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 23-05 TO PAVEMENT TECHNOLOGIES INTL. CORPORATION FOR THE PURCHASE OF A 2022 OR NEWER SKID MOUNTED ASPHALT DISTRIBUTOR, IN THE AMOUNT OF FORTY-TWO THOUSAND TWO HUNDRED FIFTY DOLLARS AND EIGHTY-EIGHT CENTS (\$42,250.88); AND FOR OTHER PURPOSES.

WHEREAS, Pavement Technologies Intl. Corporation is the only qualified bidder for bid IFB-23-05;

WHEREAS, this contract covers the purchase of a 2022 or newer Stratos DMS-600 Skid Mounted Asphalt Distributor; 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 contract with Pavement Technologies Intl. Corporation for the purchase of a 2022 or newer Skid Mounted Asphalt Distributor, in the amount of forty-two thousand two hundred fifty dollars and eighty-eight cents (\$42,250.88);

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	2/28/2023
Department	Engineering
Submitted by	Dan Weese
Phone	(479) 254-2024

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution awarding Bid IFB-23-11 to Crossland Heavy Contractors, Inc. in an amount of \$3,546,278.70 for construction of Drainage Improvements-Little Osage Creek Tributary 2 (Re-Bid) (PIIP22-0009) . The Crossland Heavy Bid was the only Bid received in response to IFB-23-11 with a total bid price under the Engineer's Opinion of Probable Cost; Staff and the Engineer recommend proceeding with award. This Contract is being paid for with 2021 Bond Funds.					

Estimated Cost	\$3,546,278.70
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
This Project will be funded using 2021 Street and Drainage Bond Funds	



February 22, 2023

Mr. Dan Weese, P.E.
Deputy Director of Transportation
City of Bentonville
3200 SW Municipal Dr.
Bentonville, AR 72712

**RE: City Bid # IFB-23-11
Little Osage Trib 2 Drainage Improvements (Rebid)
CTA No. 05118701**

Dear Mr. Weese,

One bid was received during the February 22, 2023 rebid for the above referenced project. The lone bid given by Crossland Heavy Contractors is shown below along with our Engineer's OPC. We have since tabulated and verified their bid to be correct as submitted. A subtotal from one of the schedules was inadvertently not listed by CHC within their bid form. However, we have verified there are no errors in their bid as the total shown in our tabulation perfectly matches their overall bid as submitted.

Crossland Heavy Contractors	\$ 3,546,278.70
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Engineer's Opinion of Probable Cost	\$ 3,651,882.00
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We recommend acceptance of the low bid of \$3,546,278.70 given by Crossland Heavy Contractors. The complete bid tabulation is attached for your use. If you have any questions prior to awarding the contract, please feel free to call at your convenience.

Sincerely,



Bill Burnett, P.E.

Enclosure (1)

BID TABULATION

IFB 23-11

LITTLE OSAGE TRIBUTARY 2 DRAINAGE IMPROVEMENTS (REBID)

CITY OF BENTONVILLE

February 22, 2023



					SCHEDULE A - SW A STREET & MAIN STREET			
					Engineer		Crossland Heavy Contractors	
ITEM NO.	SPEC SECTION	DESCRIPTION OF ITEMS	QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	SP	MATERIALS TESTING	1	LS	\$35,000.00	\$ 35,000.00	\$ 48,000.00	\$ 48,000.00
2.0	111	CONSTRUCTION CONTROL	1	LS	\$75,000.00	\$ 75,000.00	\$ 86,000.00	\$ 86,000.00
3.0	112	TRENCH AND EXCAVATION SAFETY SYSTEMS	1	LS	\$20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00
4.0	201	CLEARING AND GRUBBING	1	LS	\$275,000.00	\$ 275,000.00	\$ 72,000.00	\$ 72,000.00
5.0	202	UNDERCUT AND BACKFILL	1,900	CY	\$100.00	\$ 190,000.00	\$ 46.00	\$ 87,400.00
6.0	203	SUBGRADE PREPARATION	1,531	SY	\$10.00	\$ 15,310.00	\$ 2.10	\$ 3,215.10
7.0	204	4" TOPSOIL PLACEMENT	1,386	SY	\$12.00	\$ 16,632.00	\$ 6.00	\$ 8,316.00
8.0	301	24" RCP OUTSIDE ROADWAY	44	LF	\$130.00	\$ 5,720.00	\$ 200.00	\$ 8,800.00
9.0	301	24" RCP WITHIN ROADWAY	31	LF	\$140.00	\$ 4,340.00	\$ 225.00	\$ 6,975.00
10.0	301	53"X34" RCHEP WITHIN ROADWAY	63	LF	\$400.00	\$ 25,200.00	\$ 525.00	\$ 33,075.00
11.0	301	24" RCP FES	6	EA	\$1,100.00	\$ 6,600.00	\$ 3,100.00	\$ 18,600.00
12.0	301	53"X34" RCHEP FES	2	EA	\$4,000.00	\$ 8,000.00	\$ 7,900.00	\$ 15,800.00
13.0	302	4' DIAMETER JUNCTION BOX	1	EA	\$8,000.00	\$ 8,000.00	\$ 12,700.00	\$ 12,700.00
14.0	303	7'X3' PRECAST CONCRETE BOX CULVERT	624	LF	\$1,200.00	\$ 748,800.00	\$ 1,400.00	\$ 873,600.00
15.0	303	WINGWALLS & APPURTENANCES (SW A ST AND MAIN ST)	1	LS	\$100,000.00	\$ 100,000.00	\$ 219,000.00	\$ 219,000.00
16.0	307	FLOWABLE SELECT MATERIAL	18	CY	\$250.00	\$ 4,500.00	\$ 250.00	\$ 4,500.00
17.0	400	6" AGGREGATE BASE COURSE	1,016	SY	\$18.00	\$ 18,288.00	\$ 40.00	\$ 40,640.00
18.0	403	2" ACHM SURFACE COURSE (1/2" PG64-22, N-MAX=115)	975	SY	\$25.00	\$ 24,375.00	\$ 47.00	\$ 45,825.00
19.0	403	4" ACHM BINDER COURSE (1" PG64-22, N-MAX=115)	975	SY	\$35.00	\$ 34,125.00	\$ 58.00	\$ 56,550.00
20.0	505	SEEDING	0.1	AC	\$12,000.00	\$ 1,200.00	\$ 8,000.00	\$ 800.00
21.0	505	ADDITIONAL WATERING	1.0	MG	\$35.00	\$ 35.00	\$ 0.60	\$ 0.60
22.0	507	4" STRIPING (THERMOPLASTIC)	290	LF	\$25.00	\$ 7,250.00	\$ 14.50	\$ 4,205.00
23.0	509 & SP	EROSION CONTROL	1	LS	\$30,000.00	\$ 30,000.00	\$ 22,000.00	\$ 22,000.00
24.0	510	TRAFFIC CONTROL	1	LS	\$50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00
25.0	511	MOBILIZATION	1	LS	\$170,000.00	\$ 170,000.00	\$ 164,000.00	\$ 164,000.00
26.0	515	GALVANIZED STEEL SAFETY RAIL	108	LF	\$150.00	\$ 16,200.00	\$ 300.00	\$ 32,400.00
27.0	SP	MASONRY FENCE	151	LF	\$500.00	\$ 75,500.00	\$ 700.00	\$ 105,700.00
28.0	SP	CONTINGENCY ALLOWANCE (\$100,000)	1	LS	\$100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
29.0	BWU	4' DIA. MANHOLE	8	EA	\$10,000.00	\$ 80,000.00	\$ 17,600.00	\$ 140,800.00

30.0	BWU	8" PVC (SDR-26) SANITARY SEWER	108	LF	\$125.00	\$ 13,500.00	\$ 150.00	\$ 16,200.00
31.0	BWU	10" PVC (SDR-26) SANITARY SEWER	21	LF	\$140.00	\$ 2,940.00	\$ 170.00	\$ 3,570.00
32.0	BWU	8" EPOXY LINED DUCTILE IRON SANITARY SEWER	38	LF	\$160.00	\$ 6,080.00	\$ 230.00	\$ 8,740.00
33.0	BWU	10" EPOXY LINED DUCTILE IRON SANITARY SEWER	217	LF	\$180.00	\$ 39,060.00	\$ 255.00	\$ 55,335.00
34.0	BWU	CORE DRILL MANHOLE & CONNECT NEW SEWER	2	EA	\$2,400.00	\$ 4,800.00	\$ 2,700.00	\$ 5,400.00
35.0	BWU	PLUG EXISTING SEWER LINE AT MANHOLE WALL	6	EA	\$700.00	\$ 4,200.00	\$ 10,100.00	\$ 60,600.00
36.0	BWU	GRANULAR BACKFILL FOR SEWER LINE	230	TON	\$40.00	\$ 9,200.00	\$ 49.00	\$ 11,270.00
37.0	BWU	8" PVC C-900 DR-14 WATERLINE	306	LF	\$125.00	\$ 38,250.00	\$ 145.00	\$ 44,370.00
38.0	BWU	6"x6" TAPPING SLEEVE & VALVE W/ VALVE BOX	4	EA	\$3,800.00	\$ 15,200.00	\$ 9,100.00	\$ 36,400.00
39.0	BWU	8" GATE VALVE W/ VALVE BOX	4	EA	\$2,600.00	\$ 10,400.00	\$ 8,200.00	\$ 32,800.00
40.0	BWU	FIRE HYDRANT ASSEMBLY	1	EA	\$10,000.00	\$ 10,000.00	\$ 11,700.00	\$ 11,700.00
41.0	BWU	D.I. MECHANICAL JOINT COMPACT FITTINGS	1,000	LB	\$25.00	\$ 25,000.00	\$ 80.00	\$ 80,000.00
42.0	BWU	CUT, CAP, AND BLOCK EXISTING 6" WATERLINE	4	EA	\$2,500.00	\$ 10,000.00	\$ 3,700.00	\$ 14,800.00
43.0	BWU	16" DIRECT BURY STEEL CASING	153	LF	\$140.00	\$ 21,420.00	\$ 330.00	\$ 50,490.00
44.0	BWU	GRANULAR BACKFILL FOR WATERLINE	70	TON	\$40.00	\$ 2,800.00	\$ 49.00	\$ 3,430.00
45.0	BEUD	UGE CONDUIT RELOCATION AT SW A STREET	1	LS	\$5,000.00	\$ 5,000.00	\$ 29,000.00	\$ 29,000.00
Total of all Unit Price Bid Items - Schedule A					Engineer Estimate	\$ 2,362,925.00	Crossland Heavy Contractors Bid	\$ 2,745,006.70

					SCHEDULE B - BENTON STREET			
					Engineer		Crossland Heavy Contractors	
ITEM NO.	SPEC SECTION	DESCRIPTION OF ITEMS	QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
46.0	202	UNDERCUT AND BACKFILL	420	CY	\$100.00	\$ 42,000.00	\$ 46.00	\$ 19,320.00
47.0	203	SUBGRADE PREPARATION	284	SY	\$10.00	\$ 2,840.00	\$ 2.10	\$ 596.40
48.0	204	4" TOPSOIL PLACEMENT	467	SY	\$12.00	\$ 5,604.00	\$ 6.00	\$ 2,802.00
49.0	301	24" CMP OUTSIDE ROADWAY	46	LF	\$130.00	\$ 5,980.00	\$ 170.00	\$ 7,820.00
50.0	301	24" CMP FES	3	EA	\$1,100.00	\$ 3,300.00	\$ 2,200.00	\$ 6,600.00
51.0	303	6'X3' PRECAST CONCRETE BOX CULVERT	159	LF	\$1,000.00	\$ 159,000.00	\$ 1,100.00	\$ 174,900.00
52.0	303	WINGWALLS & APPURTENANCES (BENTON ST)	1	LS	\$35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00
53.0	307	FLOWABLE SELECT MATERIAL	6	CY	\$250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00
54.0	400	6" AGGREGATE BASE COURSE	137	SY	\$18.00	\$ 2,466.00	\$ 40.00	\$ 5,480.00
55.0	403	2" ACHM SURFACE COURSE (1/2" PG64-22, N-MAX=115)	131	SY	\$25.00	\$ 3,275.00	\$ 47.00	\$ 6,157.00
56.0	403	4" ACHM BINDER COURSE (1" PG64-22, N-MAX=115)	131	SY	\$35.00	\$ 4,585.00	\$ 58.00	\$ 7,598.00
57.0	505	SEEDING	0.1	AC	\$12,000.00	\$ 1,200.00	\$ 8,000.00	\$ 800.00
58.0	505	ADDITIONAL WATERING	1.0	MG	\$35.00	\$ 35.00	\$ 0.60	\$ 0.60
59.0	515	GALVANIZED STEEL SAFETY RAIL	46	LF	\$150.00	\$ 6,900.00	\$ 300.00	\$ 13,800.00
Total of all Unit Price Bid Items - Schedule B					Engineer Estimate	\$ 273,685.00	Crossland Heavy Contractors Bid	\$ 322,374.00

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					SCHEDULE C - DRAINAGE CHANNEL			
					Engineer		Crossland Heavy Contractors	
ITEM NO.	SPEC SECTION	DESCRIPTION OF ITEMS	QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
60.0	202	UNDERCUT AND BACKFILL	3,300	CY	\$100.00	\$ 330,000.00	\$ 46.00	\$ 151,800.00
61.0	203	SUBGRADE PREPARATION	2,434	SY	\$10.00	\$ 24,340.00	\$ 2.10	\$ 5,111.40
62.0	204	4" TOPSOIL PLACEMENT	2,844	SY	\$12.00	\$ 34,128.00	\$ 6.00	\$ 17,064.00
63.0	305	CHANNEL EXCAVATION (PLAN QUANTITY)	2,230	CY	\$70.00	\$ 156,100.00	\$ 25.00	\$ 55,750.00
64.0	305	CHANNEL FILL (PLAN QUANTITY)	840	CY	\$60.00	\$ 50,400.00	\$ 20.00	\$ 16,800.00
65.0	305	CONCRETE CHANNEL PAVING	2,320	SY	\$170.00	\$ 394,400.00	\$ 90.00	\$ 208,800.00
66.0	505	SODDING	814	SY	\$7.00	\$ 5,698.00	\$ 5.50	\$ 4,477.00
67.0	505	SEEDING	0.6	AC	\$12,000.00	\$ 7,200.00	\$ 8,000.00	\$ 4,800.00
68.0	505	ADDITIONAL WATERING	1.0	MG	\$35.00	\$ 35.00	\$ 0.60	\$ 0.60
69.0	512	CHAIN LINK FENCE	287	LF	\$38.00	\$ 10,906.00	\$ 30.00	\$ 8,610.00
70.0	512	WOVEN WIRE FENCE	91	LF	\$15.00	\$ 1,365.00	\$ 35.00	\$ 3,185.00
71.0	512	TEMPORARY FENCE	100	LF	\$7.00	\$ 700.00	\$ 25.00	\$ 2,500.00
Total of all Unit Price Bid Items - Schedule C					Engineer Estimate	\$ 1,015,272.00	Crossland Heavy Contractors Bid	\$ 478,898.00

Total Bid Price (Schedule A, B & C)			
Engineer		Crossland Heavy Contractors	
Engineer Estimate	\$ 3,651,882.00	Crossland Heavy Contractors Bid	\$ 3,546,278.70

* Subtotal of \$322,374.00 for Schedule B was inadvertently not shown in the bid as submitted by Crossland Heavy Contractors.

** Overall total of \$3,546,278.70 matches the bid total as submitted by Crossland Heavy Contractors verifying that the subtotal for Schedule B is correct.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB 23-11 TO CROSSLAND HEAVY CONTRACTORS, INC., FOR THE CONSTRUCTION OF THE DRAINAGE IMPROVEMENTS-TRIBUTARY 2 OF LITTLE OSAGE CREEK PROJECT, IN THE AMOUNT OF THREE MILLION FIVE HUNDRED FORTY-SIX THOUSAND TWO HUNDRED SEVENTY-EIGHT DOLLARS AND SEVENTY CENTS (\$3,546,278.70); AND FOR OTHER PURPOSES.

WHEREAS, Crossland Heavy Contractors, Inc. is the sole and lowest qualified bidder for bid IFB-23-11;

WHEREAS, this contract covers the construction of Drainage Improvements-Tributary 2 of Little Osage Creek; and

WHEREAS, this contract will be paid using bond funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a contract with Crossland Heavy Contractors, Inc., for the construction of Drainage Improvements-Tributary 2 of Little Osage Creek, in the amount of three million five hundred forty-six thousand two hundred seventy-eight dollars and seventy cents (\$3,546,278.70);

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