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.

Regular City Council Meeting **Tuesday, May 9, 2023 6:00 p.m.**
City Hall **305 S.W. "A" Street**
Planning Commission Meeting Room

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on May 9, 2023:**
https://us02web.zoom.us/webinar/register/WN_evzhTldcSFKxpm-Z8SKm6g

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: April 25, 2023

AGENDA

1. Proclamation presented to recognize "Police Week" in Bentonville, Arkansas. **(Page 4)**

2. Planning:

2a. **Ordinance accepting a Final Plat of Snyder Meadows Subdivision of the City of Bentonville, Arkansas; and for other purposes (Project Number: FP22-0007) Northwest Rainbow Farm Road.**

(Pages 7-10)

The Planning Commission voted 7-0, recommending approval.

A Final Plat of a residential subdivision that consists of 93 total lots, of which 3 are unbuildable. The plat provides stubs to the north and south for future developments and the new subdivision will be accessed via two curb cuts along N Rainbow Farm Road.

2b. **Ordinance amending Land Development Code, Sec. 1100.06 Fence and Wall Requirements, to allow for administrative approval of minor height and horizontal modifications up to two feet for fence permits; and for other purposes.**

(Pages 11-12)

The Planning Commission voted 7-0 recommending approval.

2c. **Ordinance amending Zoning Code Sec. 601.16 Outdoor and Mobile Food Vendors to require a fire department inspection prior to commencement of operations of an outdoor or mobile food vendor; and for other purposes.**

(Pages 13-14)

The Planning Commission voted 7-0 recommending approval.

3. Resolution to support the installation of artwork titled "Cozy Apple" by artist Gina Gallena on public property. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals in celebration of Bentonville's 150th Anniversary. No Budget Adjustment is needed. **(Pages 15-26)**

4. Resolution to support the installation of artwork titled "Seeds of the Future" by artist Justin Deister on public property. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals in celebration of Bentonville's 150th Anniversary. No Budget Adjustment is needed.

(Pages 27-42)

5. Ordinance waiving the requirement of competitive bidding and declaring an emergency for Crossland Heavy Contractors, Inc. to assist in emergency replacement of sanitary sewer Manhole 405-1901 located northwest of the intersection of North Water Tower Road and SE 14th Street in the amount of $141,071.05, and approval of a Budget Adjustment to cover the full cost. Due to immediate emergency nature, it was neither practical nor feasible to competitively bid. A Budget Adjustment is needed. **(Pages 43-85)**

6. Ordinance waiving the requirement of competitive bidding and declaring an emergency for Rain for Rent to install, operate and monitor two sanitary sewer bypass installations to accommodate emergency replacement of sanitary sewer Manhole 405-1901 located northwest of the intersection of North Water Tower Road and SE 14th Street in the amount of $156,346.61, and approval of a Budget Adjustment to cover the full cost. Due to immediate emergency nature, it was neither practical nor feasible to competitively bid. A Budget Adjustment is needed.

(Pages 86-109)

7. Resolution approving a budget adjustment in the amount of $12,149.00 for Bentonville Public Library to accept and expend certain funds, including impact fees, donations, and a grant. A budget adjustment is needed to recognize funds. **(Pages 110-113)**

8. Resolution approving a budget adjustment to accept funds from the Bentonville Library Foundation and recognizing other City of Bentonville monies to pay for BPL's construction agreement with Flintco. A budget adjustment is needed to recognize funds. **(Pages 114-117)**

9. Resolution setting a public hearing for May 23, 2023 for a Drainage Easement Vacation requested for Lot 18 of Rainbow Junction-Bentonville Subdivision (VAC23-0008). **(Pages 118-122)**

10. Resolution setting a public hearing for May 23, 2023 for a Utility Easement Vacation requested for Lot 3 of Cross Creek Subdivision Phase 2 (VAC23-0009). **(Pages 123-125)**

11. Waiver of Bid Request for a 2023 Ram 1500 Classic Tradesman Quad Cab 4x2 truck, and a Budget Adjustment Request for the amount of $1,786.00 to reflect the variance between the budgeted amount for the vehicle and the actual vehicle price. This vehicle was approved in the 2023 Budget and is a replacement for truck 5030-01 (2011 Dodge Ram 1500). A budget adjustment is needed for the price difference. **(Pages 126-132)**

12. An Ordinance establishing a City Council Finance Committee to review agenda items affecting the budget. No Budget Adjustment is needed. **(Pages 133-135)**

PROCLAMATION

WHEREAS: There are approximately 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Bentonville Police Department; and

WHEREAS: Approximately 60,000 assaults against law enforcement officers are reported each year, resulting in injuries to more than 16,000 officers; and

WHEREAS: Since the first recorded death in 1786, over 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 1 member of the Bentonville Police Department in 1997; and

WHEREAS: The names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS: The new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 226 officers killed in 2022; and

WHEREAS: The service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 35th Annual Candlelight Vigil, held on the evening of May 13, 2023; and

WHEREAS: The Candlelight Vigil is part of National Police Week, which is observed this year May 14-20; and

WHEREAS: May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, I, Stephanie Orman, Mayor of the City of Bentonville, do hereby proclaim May 14-20, 2023 as **"Police Week"** in Bentonville, AR, and I publicly salute the service of law enforcement officers in our community and in communities across the nation.

Given this ninth day of May 2023, in Bentonville, in the Great State of Arkansas, in the United States of America.

[redacted]

Stephanie Orman, Mayor
City of Bentonville

CITY OF BENTONVILLE CORPORATE SEAL ARKANSAS

City Council Agenda Items

For the City Council Meeting of May 9, 2023

From the May 2, 2023 Planning Commission Meeting

1. **Ordinance accepting a Final Plat of Snyder Meadows Subdivision of the City of Bentonville, Arkansas; and for other purposes (Project Number: FP22-0007) Northwest Rainbow Farm Road.**

   The Planning Commission voted 7-0, recommending approval.

   A Final Plat of a residential subdivision that consists of 93 total lots, of which 3 are unbuildable. The plat provides stubs to the north and south for future developments and the new subdivision will be accessed via two curb cuts along N Rainbow Farm Road.

2. **Ordinance amending Land Development Code, Sec. 1100.06 Fence and Wall Requirements, to allow for administrative approval of minor height and horizontal modifications up to two feet for fence permits; and for other purposes.**

   The Planning Commission voted 7-0 recommending approval.

3. **Ordinance amending Zoning Code Sec. 601.16 Outdoor and Mobile Food Vendors to require a fire department inspection prior to commencement of operations of an outdoor or mobile food vendor; and for other purposes.**

   The Planning Commission voted 7-0 recommending approval.

Consent Agenda Items

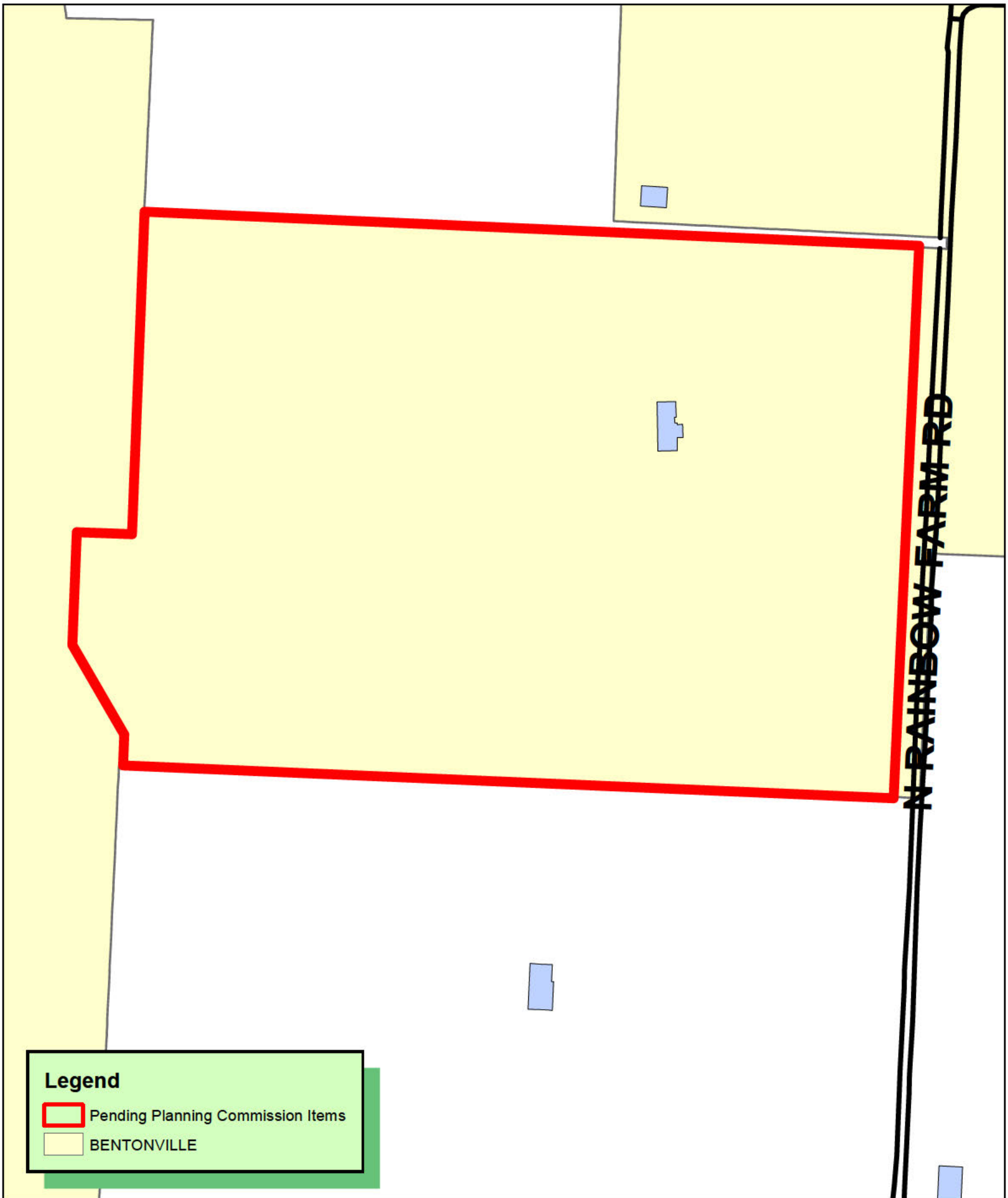
For the Planning Commission meeting on May 2, 2023

Reviewer: Bradley Gavrielides, Planning Technician

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

1. **Final Plat: Snyder Meadows Subdivision, Osage RE Holdings, LLC, N Rainbow Farm Road, R-1, Low-Density Single Family Residential,** ***FP22-0007***

   A final plat for Snyder Meadows Subdivision, creating 93 total lots, 3 of which are unbuildable. The plat provides stubs to the north and south for future developments and the new subdivision will be accessed via two curb cuts along N Rainbow Farm Road. Adequate Right-of-way is dedicated by this plat along N Rainbow Farm Road per the Bentonville Master Street Plan. Bentonville water service has been extended from the north as needed and Bentonville sewer service has been extended from the south via an offsite sewer extension providing public utility connection for the newly created lots. Sidewalks and street improvements will be completed per the Master Street Plan, and landscaping per the requirements of the Land Development Code. No variances or waivers are associated with this plat.



N
W E
S

1 inch = 200 feet

FP22-0007 1/3/23
FINAL PLAT
SNYDER MEADOWS SUBDIVISION

"EXHIBIT A"

SNYDER MEADOWS SUBDIVISION
FINAL PLAT

RAINBOW FARM ROAD, BENTONVILLE, ARKANSAS

FLOOD CERTIFICATION

THE MAJORITY OF THE SUBJECT PROPERTY IS LOCATED WITHIN FLOOD ZONE "X", OR AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN & A SMALL PORTION OF LOT 93 IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ZONE "A", OR AREAS WITH AN APPROXIMATE BASE FLOOD BOUNDARY AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, AR.

FIRM PANEL: #05007C0235K EFFECTIVE DATE: 6/5/2012

CONTACTS

PLANNING
CITY OF BENTONVILLE
305 SW 'A' STREET
BENTONVILLE, AR 72712
TYLER OVERSTREET
PHONE: 479.271.3122

BUILDING & FIRE SAFETY
CITY OF BENTONVILLE
305 SW 'A' STREET
BENTONVILLE, AR 72712
BRAD ARNOLD
PHONE: 479.271.3122

CITY ENGINEER
CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
ELLEN NORVELL
PHONE: 479.271.5993

WATER / SEWER DEPARTMENT
CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
BEAU THOMPSON
PHONE: 479.271.3140

STREET DEPARTMENT
CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
TONY DAVIS / MANAGER
PHONE: 479.271.3130

WASTEWATER DEPARTMENT
CITY OF BENTONVILLE
1901 NE 'A' STREET,
BENTONVILLE, AR 72712
CHRIS EARL
PHONE: 479.271.3161

STORMWATER DEPARTMENT
CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
JANET PAITH
PHONE: 479.271.5002
EMAIL: jpaith@bentonvillear.com

NATURAL GAS
BLACK HILLS ENERGY
1301 FEDERAL WAY
P.O. BOX 2129
LOWELL, AR 72745
JOSH KNIGHT
PHONE: 479.333.7005
EMAIL: joshua.knight@blackhillscorp.com

TELEPHONE
AT&T
1133 E. HAROLD STREET
FAYETTEVILLE, AR 72701
BRENT BALDWIN
PHONE: 479.200.9022 / 479.571.6609
EMAIL: BB585@att.com
OR
LAYNE RHODES
PHONE: 479.442.1977
EMAIL: lr159@att.com

ELECTRIC
CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
CHARLIE BARNES
PHONE: 479.271.3159

INTERNET
COX COMMUNICATIONS
4901 S. 48th STREET
SPRINGDALE, AR 72762
CHAD HODGE
PHONE: 479.263.7057
EMAIL: chad.hodge@cox.com
OR
TIMOTHY GOSS
PHONE: 479.651.5583
EMAIL: timothy.goss@cox.com

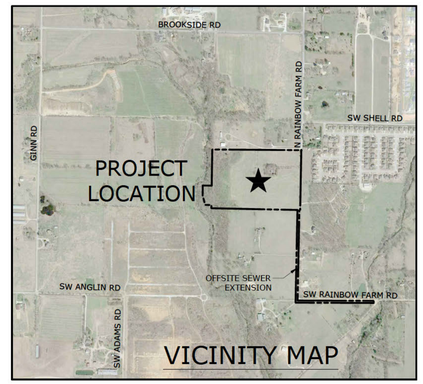
FIRE DEPARTMENT
CITY OF BENTONVILLE
800 SW 'A' STREET
BENTONVILLE, AR 72712
BRENT BOYDSTON, FIRE CHIEF
PHONE: 479.271.5927

OWNER/ DEVELOPER
BRITTENUM CONSTRUCTION COMPANY, INC.
4034 N. OLD WIRE ROAD
FAYETTEVILLE, AR 72703
JON BRITTENUM
PHONE: 479.582.8732
EMAIL: jon@brittenumconstruction.com

CIVIL ENGINEERING CONSULTANT
McCLELLAND CONSULTING ENGINEERS
1580 E. STEARNS STREET
FAYETTEVILLE, AR 72703
ADAM OSWEILER / PROJECT MANAGER
PHONE: 479.443.2377
EMAIL: aosweiler@mce.us.com

GENERAL NOTES

1. 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.
2. 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.
3. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
4. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
5. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
6. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT 479.271.3122.



LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 10, AND A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 9, ALL IN TOWNSHIP 19 NORTH, RANGE 31 WEST, IN BENTON COUNTY, AR, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE ALONG THE WEST LINE OF SAID NW 1/4, NORTH 02° 12' 50" EAST - 50.76 FEET; THENCE LEAVING SAID WEST LINE NORTH 30° 05' 43" WEST - 170.36 FEET; THENCE NORTH 02° 13' 54" EAST - 185.88 FEET; THENCE SOUTH 87° 47' 10" EAST - 91.00 FEET TO THE WEST LINE OF SAID NW 1/4; THENCE ALONG THE WEST LINE OF SAID NW 1/4, NORTH 02° 12' 50" EAST - 530.42 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 87° 28' 33" EAST - 1274.25 FEET TO THE WEST RIGHT-OF-WAY (ROW) OF NORTH RAINBOW ROAD; THENCE ALONG SAID WEST ROW, SOUTH 02° 38' 31" WEST - 909.15 FEET TO THE SOUTH LINE OF SAID NW 1/4; THENCE LEAVING SAID WEST ROW, NORTH 87° 33' 39" WEST - 1267.45 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING (P.O.B.), CONTAINING 1,180,063 SQ. FT., OR 27.09 ACRES AS SURVEYED.

CERTIFICATE OF APPROVAL

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

DAY OF EXECUTION: / /

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR, CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY

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

DAY OF EXECUTION: / /

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

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY VERIFY 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 THE USE OF THE PUBLIC STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.
DATE OF EXECUTION: _____

SIGNED: _____

NAME & ADDRESS: _____
_____
_____

PRINT NAME: _____

SOURCE OF TITLE: D.R. _____
PAGE: _____

FP22-0007

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

CERTIFICATE OF AUTHORIZATION
McCLELLAND CONSULTING ENGINEERS, INC.
No. 24
ARKANSAS ENGINEER
ORIGINAL SIGNATURE ON FILE

SNYDER MEADOWS SUBDIVISION
LOTS 1 THRU 93
RAINBOW FARM ROAD
BENTONVILLE, AR

©2022

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

REVISIONS

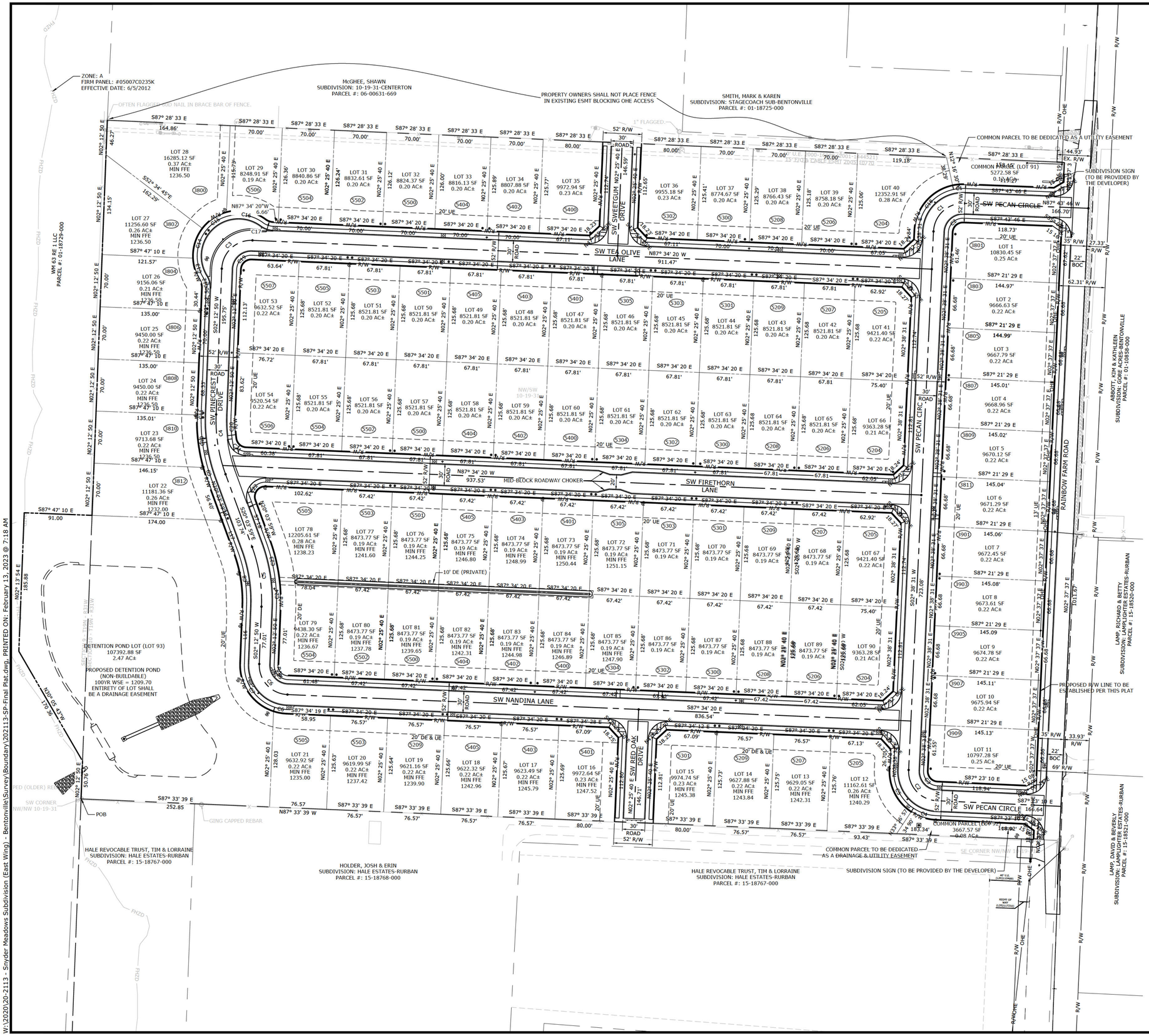
REV	DATE	DESCRIPTION

FINAL PLAT

DESIGNED BY: JPB	DRAWN BY : JPB
DATE: 10/28/2022	REVISION: REV-1
SCALE: AS NOTED	JOB NUMBER: 20-2113

W:\2020\20-2113 - Snyder Meadows Subdivision (East Wing) - Bentonville\Survey\Boundary\202113-SP-Final Plat.dwg, PRINTED ON: February 13, 2023 @ 7:23 AM

"EXHIBIT A"



PLAN SCALE

(IN FEET)
1 inch = 60ft.

EXISTING LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- OVERHEAD ELECTRIC
- FENCE
- ROAD CENTERLINE
- DITCH FLOWLINE
- EASEMENT LINE
- SETBACK LINE
- FLOOD HAZARD LINE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- WATER FAUCET
- CATCH BASIN
- FLARED END SECTION
- SANITARY SEWER MANHOLE
- POWER POLE & GUY
- TELEPHONE PEDESTAL
- B.S.L. BUILDING SETBACK LINE
- LOT ADDRESS
- SANITARY SEWER MH
- CLEAN-OUT
- DRAINAGE MH
- POWER POLE
- GUY WIRE w/ ANCHOR
- GAS METER
- GAS RISER
- STREET LIGHT POLE
- TELEPHONE PEDESTAL
- CABLE TV PEDESTAL
- SIGN (AS NOTED)
- POST (AS NOTED)
- BENCHMARK
- FOUND IRON PIN (AS NOTED)
- CONTROL POINT
- RR SPIKE
- BUSH
- TREE

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

CURVE TABLE: PROPERTY LINES

CURVE #	DELTA	RADIUS	ARC LENGTH	TANGENT LENGTH	CHORD DIRECTION
C1	014.55	65.50	16.63	8.36'	N84° 59' 52"E
C2	089.63	13.50	21.12	13.41'	N47° 27' 23"E
C3	090.03	13.50	21.21	13.51'	N42° 22' 20"W
C4	031.00	65.50	35.44	18.17'	S71° 53' 07"E
C5	059.03	65.50	67.48	37.08'	N26° 52' 16"W
C6	015.61	65.50	17.84	8.98'	S79° 46' 03"E
C7	074.18	65.50	84.80	49.52'	S34° 52' 28"E
C8	022.28	184.00	71.55	36.23'	S8° 55' 35"E
C9	004.60	236.00	18.96	9.48'	N17° 45' 56"W
C10	017.27	236.00	71.15	35.85'	N6° 49' 40"W
C11	000.40	236.00	1.67	0.83'	N2° 00' 41"E
C12	033.96	18.50	10.96	5.65'	N14° 45' 55"W
C13	029.18	61.50	31.32	16.01'	N17° 09' 21"W
C14	039.99	61.50	42.92	22.38'	N17° 25' 37"E
C15	037.35	61.50	40.09	20.79'	N56° 05' 48"E
C16	051.61	61.50	55.40	29.74'	S79° 25' 14"E
C17	033.96	18.50	10.96	5.65'	S70° 35' 34"E
C18	075.08	65.50	85.83	50.34'	N40° 11' 00"E
C19	090.21	13.50	21.26	13.55'	N47° 19' 15"E
C20	009.66	184.00	31.04	15.56'	N2° 37' 06"W
C21	080.12	13.50	18.88	11.35'	S47° 30' 41"E
C22	112.49	13.50	26.51	20.20'	N36° 10' 50"E
C23	013.69	236.00	56.41	28.34'	N13° 13' 10"W
C24	008.59	236.00	35.37	17.72'	N2° 04' 45"W
C25	089.79	13.50	21.16	13.45'	N42° 40' 45"W

CURVE TABLE: ROADWAY CENTERLINE

CURVE #	DELTA	RADIUS	ARC LENGTH	TANGENT LENGTH	CHORD DIRECTION
C1	89.63'	39.50'	61.79'	39.24'	S47° 27' 22.71"W
C2	90.03'	39.50'	62.07'	39.52'	S42° 22' 19.60"E
C3	90.21'	39.50'	62.19'	39.65'	S47° 19' 15.12"W
C4	22.28'	210.00'	81.66'	41.35'	S08° 55' 34.60"E
C5	22.28'	210.00'	81.66'	41.35'	S08° 55' 34.60"E
C6	89.79'	39.50'	61.90'	39.35'	S42° 40' 44.90"E

LINE TABLE: PROPERTY LINES

LINE #	LENGTH	DIRECTION
L16	77.01	N02° 12' 50"E
L17	47.34	S20° 03' 59"E

FP22-0007

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
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HTTP://WWW.MCE.US.COM

CERTIFICATE OF AUTHORIZATION
McCLELLAND CONSULTING ENGINEERS, INC.
No. 24
ARKANSAS ENGINEERING
ORIGINAL SIGNATURE ON FILE

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SNYDER MEADOWS SUBDIVISION
LOTS 1 THRU 93
RAINBOW FARM ROAD
BENTONVILLE, AR

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

REVISIONS

REV	DATE	DESCRIPTION

FINAL PLAT

DESIGNED BY: JPB	DRAWN BY : JPB
DATE: 10/28/2022	REVISION: REV-1
SCALE: AS NOTED	JOB NUMBER: 20-2113

2 of 2

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF SNYDER MEADOWS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER:FP22-0007)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of SNYDER MEADOWS SUBDIVISION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 2, 2023;

WHEREAS, said final plat is attached hereto as Exhibit "A";

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

WHEREAS, the final plat 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 final plat should be approved.

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

Section 1: That the final plat of SNYDER MEADOWS SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

Sec. 1100.06 Fence and Wall Requirements Amendment

PC Date: 5/2/2023
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Mngr

Type	Amendment
Code Impacted	Land Development Code
Section(s)	Sec. 1100.06 Fence and Wall Requirements
Recommendation	APPROVAL

Request

Approval of an ordinance amending Land Development Code, *Sec. 1100.06 Fence and Wall Requirements,* to allow for administrative approval of minor height and horizontal modifications up to two feet for fence permits.

Issue Statement

Fence permits are administratively approved. Frequently, minor adjustments to the height and setback fence and wall regulations are necessary to accommodate certain site conditions. Currently, any variance from the regulations goes to the Board of Adjustment (BOA) for approval. Next to setback variances, fences are the most requested variances seen by the BOA. Between 2021 and 2022, all 16 fence variance requests were approved.

This variance process is burdensome to the fence permit applicant, staff, and the Board of Adjustment. Since the BOA has already established precedence supporting these minor adjustments, allowing administrative approval of up to two feet for either height or setbacks eases the process for applicants and reduces the amount of variance requests.

Proposed Changes

Add a statement to the end of the review and approval regulations that allows the Planning Director to administratively approve height or horizontal modification of up to two feet, as follows:

> *(d) Review and approval.* Once all the required information is submitted, it will be reviewed by the planning department for compliance. If the application is approved, the fence permit will be issued. The Planning Director or their designee may approve minor modifications associated with fence permits to include height or horizontal modifications of up to 2 feet when unique topographical, utility, or other considerations exist. The Director shall provide the Board of Adjustments a list of such minor approvals on a quarterly basis. Any minor modifications not approved by the Director may be appealed to the Board of Adjustments.

ORDINANCE NO. _____

AN ORDINANCE AMENDING LAND DEVELOPMENT CODE, SEC. 1100.06 FENCE AND WALL REQUIREMENTS; ALLOWING FOR ADMINISTRATIVE APPROVAL OF MINOR HEIGHT AND HORIZONTAL MODIFICATIONS UP TO TWO FEET FOR FENCE PERMITS; AND FOR OTHER PURPOSES.

WHEREAS, fence permits are administratively approved;

WHEREAS, the approving authority should have flexibility to make reasonable minor adjustments to fence height and setbacks for efficient fence permit processing and reduce variance requests to the Board of Adjustment; and

WHEREAS, the Board of Adjustment recommended this change be made.

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

Section 1: That Land Development Code, Sec. 1100.06 Fence and Wall Requirements, Subsection (d) Review and Approval should be and the same is hereby amended as follows:

(d) Review and approval. Once all the required information is submitted, it will be reviewed by the planning department for compliance. If the application is approved, the fence permit will be issued. The Planning Director or their designee may approve minor modifications associated with fence permits requesting height or horizontal modifications of up to 2 feet, when unique topographical, utility, or other considerations exist. The Director shall provide the Board of Adjustments a list of such approvals on a quarterly basis. Any minor modifications not approved by the Director may be appealed to the Board of Adjustments.

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

Sec. 601.16 Outdoor and Mobile Food Vendors Amendment

PC Date: 5/2/2023
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Mngr

Type	Amendment
Code Impacted	Zoning Code
Section(s)	Sec. 601.16 Outdoor and Mobile Food Vendors
Recommendation	APPROVAL

Issue Statement

For safety purposes, a life safety inspection by the Fire Department should be conducted prior to use of an outdoor vendor.

Proposed Changes

1. Add a requirement that an inspection be completed and passed before an outdoor vendor can begin operation, by adding the by adding the following as a new subsection between Sec. 601.16(b)(3) and (4):

   Inspection. The applicant must schedule and pass an inspection with the Bentonville Fire Department before operation of the outdoor or mobile food vendor can begin.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING CODE SEC. 601.16 OUTDOOR AND MOBILE FOOD VENDORS; REQUIRING A FIRE DEPARTMENT INSPECTION PRIOR TO COMMENCEMENT OF OPERATIONS OF AN OUTDOOR OR MOBILE FOOD VENDOR; AND FOR OTHER PURPOSES.

WHEREAS, a life safety inspection from the Fire Department is necessary to ensure outdoor and mobile food vendors comply with all life safety codes; and

WHEREAS, City departments have reviewed this change.

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

Section 1: That Zoning Code Sec. 601.16 Outdoor and Mobile Food Vendors should be and the same is hereby amended by adding the following as a new subsection between Sec. 601.16(b)(3) and (4) and renumbering the following subsections:

> *(4) Inspection. The applicant must schedule and pass an inspection with the Bentonville Fire Department before the permit will be issued and operation of the outdoor or mobile food vendor can begin.*

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	**5/9/2023**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (***Check Applicable Item Type***)

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

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

Resolution to support the installation of artwork titled "Cozy Apple" by artist Gina Gallena on public property. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals in celebration of Bentonville's 150th Anniversary. No Budget Adjustment is needed.

Estimated Cost	**$4,700.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

www.bentonvillear.com

PLEASE RECYCLE

MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: May 9, 2023
RE: Public Art "Cozy Apple" On Public Property

The Bentonville Public Art Advisory Committee (PAAC) is seeking approval to install public art titled "*Cozy Apple*" by artist Gina Gallina on public property.

In February 2023, the PAAC issued a Request for Proposals for artwork in celebration of Bentonville's 150th Anniversary.

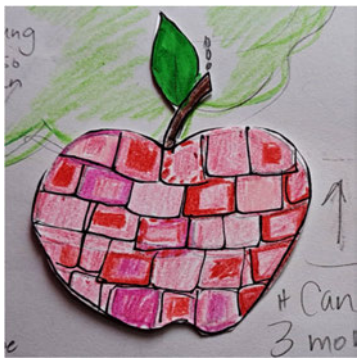
By the deadline of Friday, March 31, 2023, the PAAC received 19 proposals. They selected "*Cozy Apple*" at the April 11, 2023 PAAC meeting, voting 5 – 0 recommending approval.

Cozy Apple includes two giant 3-foot crocheted apples. The artist will order two inflatables customized into the shape of an apple. The inflatable is then wrapped in crocheted granny squares in various shades of red. The pieces are lightweight and can be hung from a tree or inside a civic building. One apple will be for an outdoor temporary display along a city trail. The other is an indoor permanent display most likely at the Bentonville Public Library. Final display locations will be determined upon completion in order to find the display site that best fits the finished pieces.

Concept statement and artist information attached.

The total cost including fabrication, delivery, and installation is $4,700. Funding is provided from the Public Art Advisory Committee's budget.

Proposed Artwork
Cozy Apple



Example of
Proposed Artwork

From: noreply@civicplus.com
To: Shelli Kerr
Subject: Online Form Submittal: Public Art Proposal
Date: Thursday, March 23, 2023 1:17:29 PM

Public Art Proposal

Proposal for Public Art

Date	3/23/2023
RFP Details	150 Years of Bentonville RFP Details
Is the proposal in response to a Request for Proposals (RFP) issued by the Public Art Advisory Committee or an independent proposal?	Independent Proposal
Is the project a collaboration among multiple artists?	No
Is the project curated by someone or an organization other than the artist?	No

1) ARTIST INFORMATION

Complete this section with the primary artist's information. If this is a collaborative project with multiple artists, we will reach out for additional information on the other artists.

Name	Gina Gallina
Address	409 East Huntsville Road
City	Fayetteville
State	Arkansas
Zip Code	72701
Email Address	ginarosegallina@gmail.com
Phone Number	14798716964

Upload artist resume / CV	CVGinaGallina1Page.pdf
Artist portfolio	PortfolioBentonville.pdf
Artist website	ginagallina.com
Does the artist have experience working with the public, groups or committees in the development and/or creation of artwork?	Yes

2) CURATOR CONTACT INFORMATION

Complete this section with the primary contact of the curator of this project, if applicable. If the project is being submitted by the artist, process to Section 3) Artwork Details.

Name	Gina Rose Gallina
Title	*Field not completed.*
Organization Name	*Field not completed.*
Street Address	409 East Huntsville Road
City	Fayetteville
State	Arkansas
Zip Code	72701
Email Address	ginarosegallina@gmail.com
Phone Number	4798716964

3) ARTWORK DETAILS

Title of artwork	Cozy Apple
Medium	Crochet
Location	Can be hung anywhere appropriate! A sturdy tree high above would be pretty in the square.
Height	3feet
	3Ft Round

Width and depth	
Describe the process for engaging the public in the development of the proposed artwork.	Crochet art is very trendy right now and most people have a connection with crochet. Conversations about crochet usually begin with "My Grandmother....." Of all the apples to represent 150 Years on Bentonville, this one can represent how welcoming the town is. The vivid colors of shades of red and the familiar pattern of a granny square will definitely make you feel at home.
Description of artwork	Giant Crocheted Hanging apple! See Attachments!
Upload description of artwork	Howto.pdf
Upload image of artwork	Sketch.jpg
4) INSTALLATION AND MAINTENANCE	
Is the proposal for temporary or permanent display?	Temporary
If temporary, what is the requested display period?	Not applicable
Is the artwork already complete?	No
If yes, artwork is complete, is it currently on display?	Not applicable
If artwork is currently on display, when will it be available?	*Field not completed.*
If no, artwork is not complete, how much time is needed for fabrication?	1-2 months
Is the artwork best suited for indoor or outdoor display?	Both
Is a foundation required to install the artwork?	Yes

If a foundation is required, indicate the size and shape needed.	Trees
Does the artwork require access to electricity?	No
Does the artwork require access to water?	No
What is the life expectancy of the artwork?	1-2 years
Are there any special maintenance needs for this artwork?	No
If there are maintenance needs, please describe here.	*Field not completed.*
5) BUDGET & FUNDING	
(a) Material costs	$360
Describe materials costs.	Apple inflatable $180 plus s/h $80 = $260 Yarn $100
(b) Production costs	0
Describe production costs.	we can get on ladder and hang it or would I need to hire a city worker to make it official?
(c) Installation costs	0
Describe installation costs.	n/a
(d) Total fabrication budget	$360
(e) Artist's fee	$2000 My 6 weeks of my time crocheting and sewing, Materials are cheap its the time that makes this art.
(f) Travel costs	0

(g) Total budget	$2360
What is the planned funding for this proposal?	Funding as part of a Request for Proposals.

Email not displaying correctly? View it in your browser.

Cozy Apple

Giant 3 foot Crocheted Apple to hang ouside up to 3 months.

For this cozy apple, I will use the same tried and true techniques that I used when creating the 8 foot pineapple and the 6ft strawberry. This would be a beautiful and bright display hung from a tree or inside a tall building. I think it would add a big pop of color in Bentonville Square.

I can order a custom shaped inflatable. It is exactly like an exercise ball but with slighty thicker vinyl/plastic. For this project, I think a 3 foot apple would be a good size to hang from any sturdy tree limb or inside! Small enough to have options for different ways to display and large enough to catch your eye.

Using an inflatable makes it light weight and easy to transport. I am able to add attachments through the fabricator so we can safely hang using paracord or chain links.

The crochet is wrapped by sewing granny squares around. I want to use different shades of reds to highlight the texture and stay true to the granny square design. I can make a button up or corset type seam for easy removal. I will make a button flap for the airhole.
Will take approx 15 min to inflate with an electric air pump.

Can be stored in a rubbermaid.
Crochet can be washed, treat it like a regular sweater.

The yarn I will use is acrylic. It is very durable and doesn't absorb water when it rains and dries quickly. Organic fibers will mold quickly. Acrylic yarn takes about 6 months left unattended to mold.

The only downfall for outdoor crochet art is the sun will fade bright colors within 3 months and the yarn will begin to look ratty.
 Outside Crochet Art has a good life for about 3 months. Inside, forever?
Upside is that we would still have the inflatable apple and can be redone in other colors or made into a series. Maybe a community project with our local crocheters making a square. Ex. " Crochet with me under the Apple tree" Possibilties are endless.

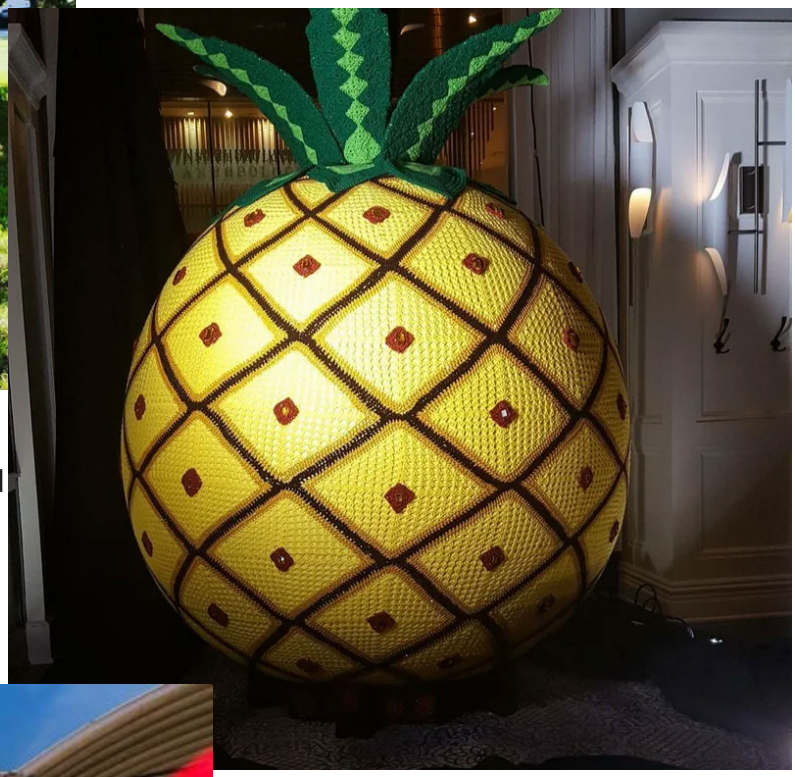
This will take approx 6 weeks start to finish.

GINA ROSE GALLINA
409 East Huntsville Road
Fayetteville, AR 72701
479-871-6964
ginarosegallina@gmail.com
ginagallina.com

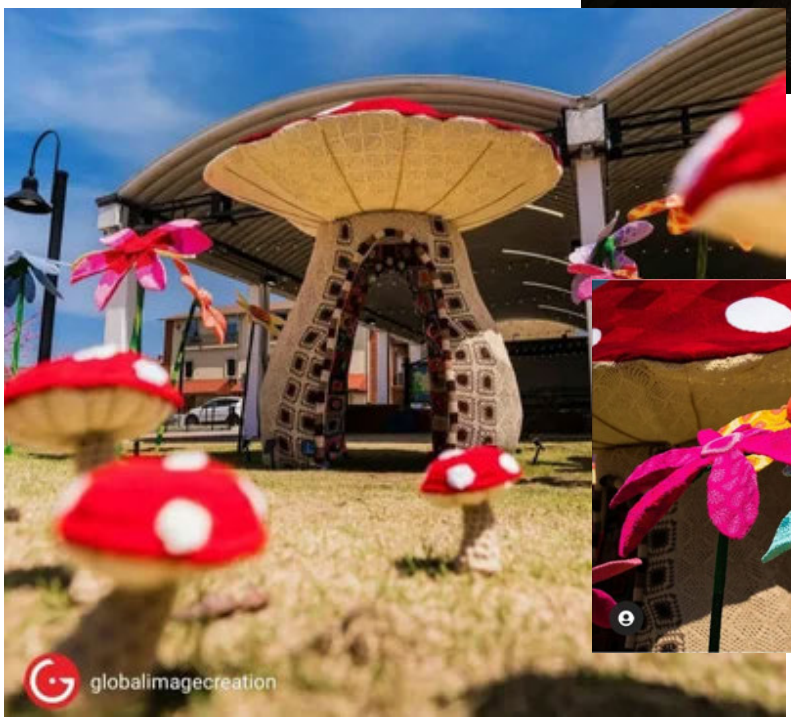
CROCHET ARTIST

portfolio

This 6 Foot Giant Crocheted Strawberry was created in 2017 for Experiemce Fayetteville's Green Candy Project. The 8 foot Giant Pineapple was crocheted for Stay Pineapple's Alise Hotel's grand opening in Chicago, IL 2016



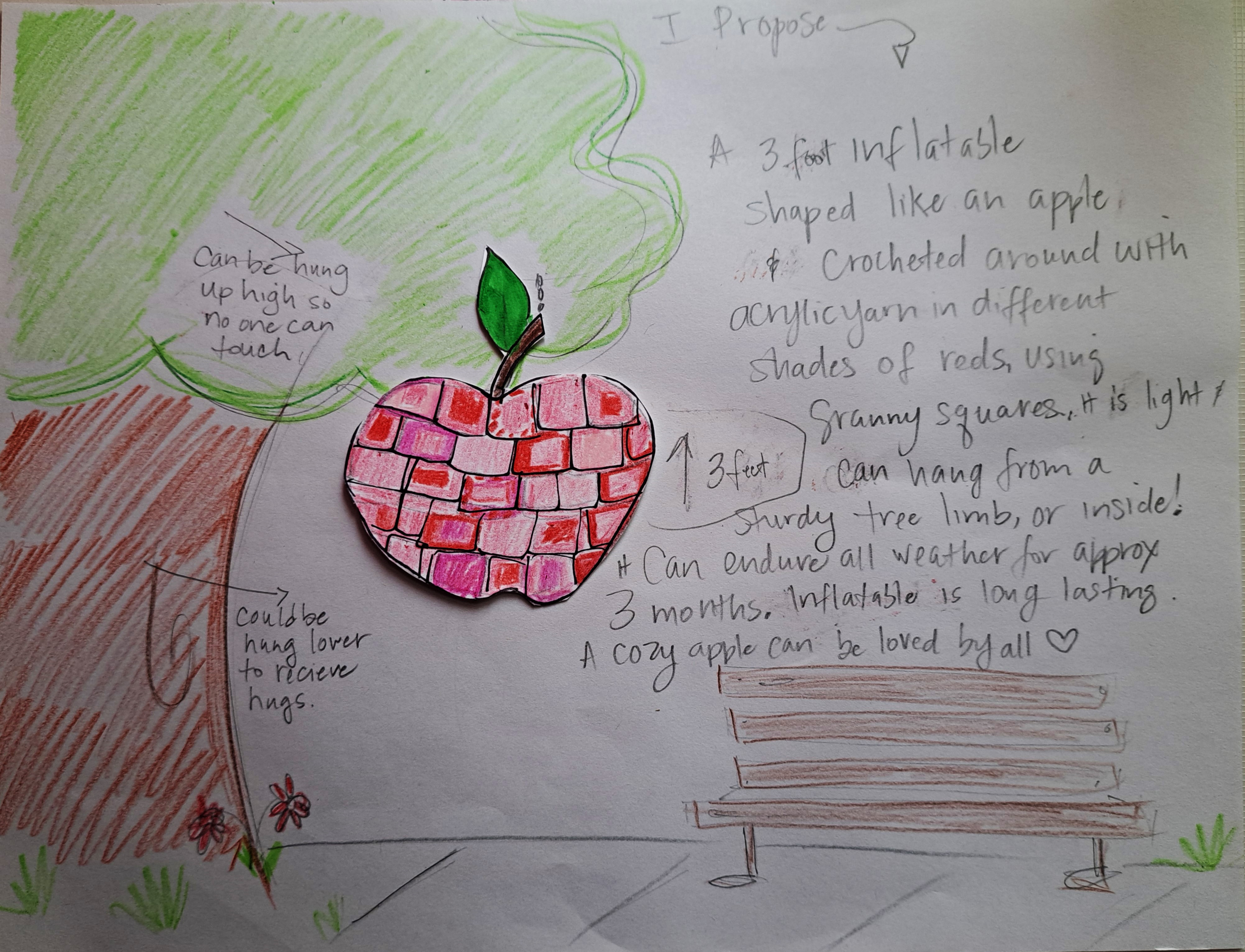
Both of these Giant Fruits were crocheted around a custom made inflatable. Making it lighweight and durable. They are made like an exercise ball. Making this interactive aka Hug-able.



The Humungous Fungus was amongus in Springdale, AR May- Nov, 2022! This 10 foot interactive mushroom was crocheted around a metal frame built by Eugene Sargent. This and the Strawberry lived through all kinds of weather!

I Propose

A 3 ~~foot~~ inflatable shaped like an apple & Crocheted around with acrylic yarn in different shades of reds, using Granny squares. It is light & can hang from a sturdy tree limb, or inside! It Can endure all weather for approx 3 months. Inflatable is long lasting. A cozy apple can be loved by all ♡



GINA ROSE GALLINA

409 East Huntsville Road
Fayetteville, AR 72701
479-871-6964
ginarosegallina@gmail.com
ginagallina.com

CROCHET ARTIST

When I left my hometown in St. Petersburg, Florida, I took with me one the dearest memories my Nana gave me: the skill of crochet. Arriving in NWA in 1994, I continued to crochet on the side until 2009 when I realized I could be challenged with it and the oppportunies appeared before me. I began crocheting public displays such as trees that left many people scratching their heads. It was that kind of response that fueled me to continue creating wild and out- of -this world pieces. My passion is to use my imagination, not patterns, to crochet the whimsical and unusual to make them a reality, In my Yarniverse, Everyone is invited.

Professional History:

1997- 2017- Musician at The Camptown Ladies - Eureka Springs, AR - New Orleans, LA
2008-2010 - Booking Agent and Tour Mananger- Austin, TX
2009-2011 - Booking Agent for Road Bound Booking- Austin ,TX,
2011-2016 - Event Organizer at Chelsea's Bar in Eureka Springs, AR
2012-Current - Crochet Artist

Skills: Crochet, Fiber Arts, Knitting, Macrame, Embroidery, Paper Mache, Pattern writing
Music: Guitar, Banjo, Ukulele, Songwriting

Crochet Exhibitions and Events:

2000 Performance on Garrison Keillors's "A Prairie Home Companion", Manhattan NY
2013 White Street Walk - Eureka Springs, AR
2013 Block Street Party Crochet Tent- Fayetteville, AR
2013 "Yarnography" a collaboration with artist Jeremy Mc Graw - Press Room Bentonville, AR
2014 Crochet Parade, Folk Festival Eureka Springs, AR
2014 "The Press Room Fat Tire Bike" wrapped in crochet - Press Room, Bentonville, AR
2014 Yarnolutionary - 21C Bentonville, AR
2015 "Crochet Trees in Basin Park, May Festival of the Arts in Eureka Springs, AR
2016 Crochet Parade, ArtRageous Parade Eureka Springs, AR
2016 The Queen Bee" Vouge Knitting Live, Minneapolis, MN
2017 The Queen Bee Vogue Knitting Live with Red Heart Yarn in New York, NY, Las Vegas and Seattle
2017 The Queen Bee Stay Pineapple Hotel , Chicago, IL
2017 Giant Pineapple Stay Pineapple Hotel, Chicago, IL
2017 Giant Pineapple, Stay Pineapple Hotel, San Francisco, CA
2017 Crochet Trees at the Music Park, Eureka Springs, AR
2018 Art by the Glass, Crochet cirlce, Crystal Bridges, Bentonville, AR
2018 Queen Bee at the Chancellor Hotel, Roots Fest, Fayetteville, AR
2018 Queen Bee at The Basin Park Hotel, Ozark Mountain Music Festival, Eureka Springs, AR
2018 Ants At a Picnic Vogue Knitting Live, New York, NY
2018 Ants at a Picnic, Ozark Folk Fair, Eureka Springs, AR
2018 Interform's Fashion Show , Fashion week, Bentonville, AR
2019 Grand Marshall for the Artrageous Parade, Eureka Springs, AR
2019 "Roses and Bee Swarm for Mom" Lion Brand Yarn window display, Manhattan, NY
2020 "Yarnbombing Maxine's Building " Fayettevile, AR
2021 Snakes in the Park , Experience Fayetteville, AR
2022 10 foot Crochet Mushroom " Humungous Fungus" Sprindale, AR
2022 Giant Flower Display, White Street Walk, Eureka Springs, AR
2022 Hard Candy Crochet, American Shaman, Kava Bar, Fayetteville, AR
2023 Fashion for Drag Queen rising star Maddy Morphosis, RuPauls Drag Con, UK
2023 Ameripolitan Awards Fashion Show at Graceland's Guesthouse Memphis, TN

RESOLUTION NO. _____

A RESOLUTION ENDORSING THE INSTALLATION OF ARTWORK TITLED "COZY APPLE," BY ARTIST GINA GALLINA, ON PUBLIC PROPERTY IN CELEBRATION OF BENTONVILLE'S 150TH ANNIVERSARY; AND FOR OTHER PURPOSES.

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

WHEREAS, the Public Arts Advisory Committee recommended approval of said artwork on April 11, 2023; and

WHEREAS, the artwork was selected from submittals received in response to a request for proposals and will be funded with Public Art Advisory Committee budgeted funds.

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

Section 1: The City Council of the City of Bentonville, Arkansas hereby endorses the installation of artwork titled "Cozy Apple," by artist Gina Gallina, to be located on public property;

Section 2: This art installation is funded with Public Art Advisory Committee budgeted funds;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/9/2023**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (***Check Applicable Item Type***)

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

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

Resolution to support the installation of artwork titled "Seeds of the Future" by artist Justin Deister on public property. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals in celebration of Bentonville's 150th Anniversary. No Budget Adjustment is needed.

Estimated Cost	**$30,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

MEMO

THE CITY OF BENTONVILLE
PAAC
PUBLIC ART ADVISORY COMMITTEE

To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: May 9, 2023
RE: Public Art "Seeds of the Future"

The Bentonville Public Art Advisory Committee (PAAC) is seeking approval to install public art titled "*Seeds of the Future*" by artist Justin Deister.

In February 2023, the PAAC issued a Request for Proposals for artwork in celebration of Bentonville's 150th Anniversary.

By the deadline of Friday, April 31, 2023, the PAAC received 19 proposals. They selected "*Seeds of the Future*" at the April 11, 2023 PAAC meeting, voting 5 – 0 recommending approval.

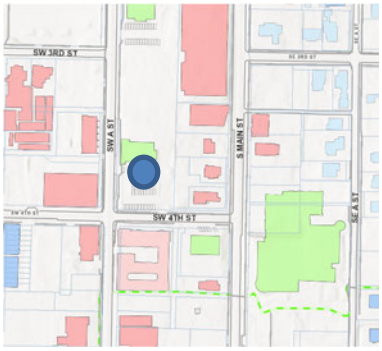
Seeds of the Future is 6' tall sculpture made of polished steel shaped into an apple slice containing 150 apple seeds inside, representing Bentonville's 150 years. On each seed will be engraved one word about Bentonville. These "words" will be gathered through public engagement efforts this summer. Planned location of the completed project is on City Hall property.

Concept statement and artist information attached.

The total cost estimate including fabrication, delivery, and installation is not to exceed $30,000. Funding is provided from the Public Art Advisory Committee's budget.

Proposed Artwork
Seeds of the Future

Proposed Location
City Hall Property



Print

Public Art Proposal - Submission #2441

Date Submitted: 3/7/2023

Proposal for Public Art

Date*

3/7/2023

RFP Details

150 Years of Bentonville RFP Details

Is the proposal in response to a Request for Proposals (RFP) issued by the Public Art Advisory Committee or an independent proposal?*

- (●) RFP: 150 Years of Bentonville
- ( ) Independent Proposal

Independent proposals will be reviewed at the next available Public Art Advisory Committee meeting.

Is the project a collaboration among multiple artists?*

- (●) No
- ( ) Yes
- ( ) Not sure

Is the project curated by someone or an organization other than the artist?*

- (●) No
- ( ) Yes

1) ARTIST INFORMATION

Complete this section with the primary artist's information. If this is a collaborative project with multiple artists, we will reach out for additional information on the other artists.

Name*

Justin Deister

Address*

280 S. Jefferson Ave

City*

LOUISVILLE

State*

COLORADO

Zip Code*

80027

Email Address*

justindeister22@gmail.com

Phone Number*

3036657542

Upload artist resume / CV*

Deister res-1p 2023.pdf

Artist portfolio*

Deister res-art 2023.pdf

Provide at least three (3) images of previous artwork. Include title, date, media, location and brief description.

Artist website

justindeister.com

Provide website address, if applicable.

Does the artist have experience working with the public, groups or committees in the development and/or creation of artwork?*

- (●) Yes
- ( ) No
- ( ) Not sure

2) CURATOR CONTACT INFORMATION

Complete this section with the primary contact of the curator of this project, if applicable. If the project is being submitted by the artist, process to Section 3) Artwork Details.

Name

Title

Organization Name

Street Address

City

State

Zip Code

Email Address

Phone Number

3) ARTWORK DETAILS

Title of artwork*

"Seeds of the Future

Provide the title of the artwork. This will be used for all agreements, signage and promotions.

Medium*

metal

What are the primary materials in the artwork?

Location*

N/A

Indicate recommended location for the proposed artwork by providing a street address or name of park or city facility. If none is recommended, insert "N/A."

Height*

72"

Width and depth*

5'w x 12"

Describe the process for engaging the public in the development of the proposed artwork.*

Any of your meet the public ideas. A workshop with kids and adults. Opting for your idea of having the artist create the design and your local people including students(?) fabricate and install.

This question is specific to the "150 Years of Bentonville" RFP. If this is an independent proposal, please type in "n/a."

Description of artwork*

See attachment.

You may either type directly into this application form or attached a Word or PDF document. If attaching a document, type in "See attachment" here to ensure the application is complete.

Upload description of artwork

Bentonville 150th-intro, proposal full.pdf

Upload image of artwork*

Bentonville 150th site image.jpg

Provide at least one detailed sketch, drawing or digital illustration of the proposed artwork. Proposal illustrations should accurately and clearly describe the work, including dimensions, materials and an accurate portrayal of the final artwork in order to be considered for selection.

4) INSTALLATION AND MAINTENANCE

Is the proposal for temporary or permanent display?*

- ○ Temporary
- ◉ Permanent
- ○ Either
- ○ Not sure

If temporary, what is the requested display period?*

- ○ 1 year
- ○ 2 years
- ○ 3 years or more
- ◉ Not applicable

Is the artwork already complete?*

- ○ Yes
- ◉ No

If yes, artwork is complete, is it currently on display?*

- ○ Yes
- ○ No
- ◉ Not applicable

If artwork is currently on display, when will it be available?

mm/dd/yyyy

If no, artwork is not complete, how much time is needed for fabrication?*

- (●) 1-2 months
- ( ) 3-6 months
- ( ) 7-10 months
- ( ) 11 months or more
- ( ) Not applicable

Is the artwork best suited for indoor or outdoor display?*

- ( ) Indoor
- (●) Outdoor
- ( ) Both
- ( ) Not sure

Is a foundation required to install the artwork?*

- (●) Yes
- ( ) No

Be sure that the cost of the foundation and any engineering needed for installation is included in the budget.

If a foundation is required, indicate the size and shape needed.

Approx 18" x 18" square

Provide in inches.

Does the artwork require access to electricity?*

- ( ) Yes
- (●) No
- ( ) Not sure

Does the artwork require access to water?*

- ( ) Yes
- (●) No
- ( ) Not sure

What is the life expectancy of the artwork?*

- ( ) 1-2 years
- ( ) 3-6 years
- ( ) 7-10 years
- (●) 11 or more years

Are there any special maintenance needs for this artwork?*

- Yes
- No
- Not sure

If there are maintenance needs, please describe here.

A rinse once in a while?

5) BUDGET & FUNDING

(a) Material costs*

$1,500

Describe materials costs.*

Metal for core, leaf, stem, fasteners, paint

Describe all materials needed to fabricate the proposed artwork.

(b) Production costs*

$15,000

Describe production costs.*

Laser cutting, polishing, shaping, engineering, welding, surface prep, painting

Describe costs associated with production, such as equipment rental, that is specific for the proposed artwork.

(c) Installation costs*

$3,000

Describe installation costs.*

Includes project delivery, truck, trailer, site prep, pouring concrete, installing

Describe costs specifically related to installation, such as rental of installation equipment and installation materials. Do not include travel for installation. This is provided for below.

(d) Total fabrication budget*

$19,500

The sum of the costs provided above to create the proposed artwork.

(a) Material costs + (b) Production costs + (c) Installation costs.

(e) Artist's fee*

$3,900

This fee should not exceed 20% of the total fabrication budget provided above in (d) Total fabrication budget.

(f) Travel costs*

$500

Include cost estimates for gas, truck rental, food and lodging associated with site visits and installation.

(g) Total budget*

$23,900

The sum of fabrication costs, artist's fee and travel costs.

(d) Total fabrication budget + (e) Artist's fee + (c) Travel costs.

What is the planned funding for this proposal?*

- ○ Funding as part of a Request for Proposals.
- ○ Bentonville Convention and Visitors Bureau funding.
- ○ Private funding.
- ○ Fundraising required.
- ◉ Not determined.

Justin Deister
Louisville, CO 80027
303.665.7542
www.justindeister.com
justindeister22@gmail.com

"Seeds of the Future"

Introduction

Hi Shelli Kerr and all committee, staff, administration.
Please consider my proposal for 150 Years of Bentonville public art project.

I enjoy tapping into our human and cultural experiences, bringing diverse elements together, creating new relationships. I may suggest a theme but I allow origins to remain clouded, paths to be nonlinear and incomplete. Mystery is more fun, and in the ambiguous and subjective, there is meaningful self-discovery. The viewer stitches together their own story,
participating in the creative process via their own life experience. There is no right or wrong interpretation, only one's personal, genuine response.

Many of my pieces address becoming more aware of how we could become better stewards of our natural resources, how to care for the atmosphere we have all around the world. From Bentonville to Botswana, we should be cooperating to find ways to share the earth and sky and live in peace.

I'm a graphic designer which means I'm a creative problem solver, as well as project manager, having participated in many meetings with multiple interests to plan and create branding and promotional efforts. This effort is closely related.

I enjoy the entire creative procees, design and fabrication. I am open to community participation in a workshop with adults and kids to generate ideas and sketches-fun!

Furthermore, if you prefer, I would be interested in your option to be the creator/art director and you would then engage local students and professionals to complete the production. In this case, I would accept a creative fee and your participants would laser cut, polish, assemble. paint. This option works for me and would save a chunk of change in transportation expenses.

Some of my most engaging experience was during design and installing "Family Roots", composed of two large carrots and stalks that form an entry arch to a children's experiencial museum. I coordinated all the elements of the materials, welder, assembly, engineer, concrete pour, installation, fabricated the carrots and stalks with a community gardsn theme.

Thanks for considering the following proposal.

Justin Deister

JUSTIN DEISTER

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"Seeds of the Future"

Proposal

I propose to create a 6' tall apple slice containing 150 apple seeds inside, representing Bentonville's 150 years. -See sketch.

They are the "Seeds of Tomorrow" or maybe the "Seeds of the Future", whichever you like, or rename it if you wish.

The slice could be 3-5" thick, about 5' wide. I'm imagining polished steel core and seeds to suggest a kind of commemorative marker rather than reality. But if you'd like the seeds brown/black I have no objection.

I believe a clean Illustrator drawing submitted to a laser cutter ,the piece can be produced at reasonable cost.

I have no objection to delivering the essentials to you to have community students and professionals complet the project. I think that works well for me too. I am open to all your ideas for meeting the community, a workshop or whatever. I think we could have a lot of fun with it. For example: 150 kids could be chosen to each paint a seed....

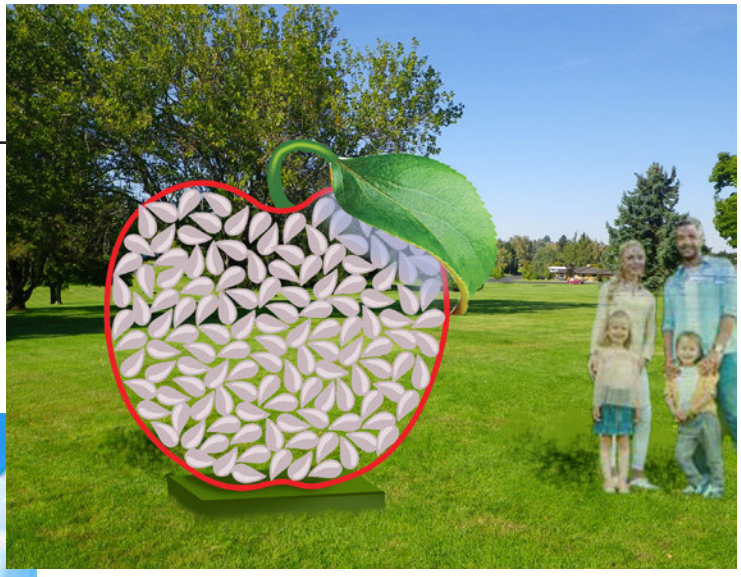
Additionally, from a designer's background, I can imagine a commemorative piece for sale in a desktop version in chrome? Plus a graphic version as a logo for communications.

Thanks for considering the following proposal.

[redacted]

"Seeds of the Future" 7'

Average man: 6'



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justin@uppercasedesign.us

Experience

"Family Roots" (12/2022)
WOW Children's Museum in Lafayette-commission

- Consulted on creative, design
- Planning, approvals, coordination with staff
- Contracted welding
- Arranged and coordinated engineering
- Fabricated and assembled carrots, fence: painting
- Arranged and coordinated concrete pour
- Contracted, coordinated delivery
- Arranged and coordinated installation
- Overall project management

"Say Cheese"
Installed and exhibited in Art in Public Places, 1-year, on-loan programs in Greeley, Lafayette, Colorado Springs, Manitou Springs, Evergreen, Castle Rock, Lafayette, Parker; Springfield, MO; Napa, CA. Coming soon to St Joe, MO.

- Creative
- Materials, powder coating
- Fiberglass fabrication
- Project and exhibition management

"I'll Bet You Can't Pin Me Down"
Installed and exhibited in Art in Public Places, 1-year, on-loan programs in Salina, KS; Springfield, MO; Olathe, KS;
Coming soon to Lee' Summit, MO.

- Creative
- Materials
- Fiberglass fabrication
- Contracted welding
- Project and exhibition management

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Experience

"Rollin...Rollin...Rollin"
Installed and exhibited in Art in Public Places, 1-year, on-loan programs in Salina, KS; Indianapolis, IN

- Contracted welding
- Sourced authentic wagon wheel
- Fabrication and assembly
- Project management

"Mr Toolman"
Installed and exhibited in Art in Public Places, 1-year, on-loan programs in Greeley, Lafayette, Colorado Springs, Castle Rock, Lafayette, Parker, Evergreen. Coming soon to Lyons.

- Creative
- Materials
- Fiberglass fabrication
- Project and exhibition management

"I Love U"
Installed and exhibited in Art in Public Places, 1-year, on-loan programs in Salina, KS; Sheridan, WY; Evergreen, Longmont, Goodson Rec Center.

- Creative
- Materials
- Fabrication
- Contracted welding
- Project and exhibition management

...and 8 others at least.

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Resume

Fine Art

I enjoy tapping into cultural and human experience, bringing diverse elements together in meaningful new ways. In my art I may suggest a theme but I allow origins to remain clouded, paths to be nonlinear and incomplete. Mystery is more fun, and in the ambiguous and subjective, there is meaningful self-discovery. The viewer stitches together their own story, participating in the creative process via their own life experience. There is no right or wrong interpretation, only one's personal response.

I find inspiration in the veins of a leaf, the workings of a bank vault clock and literary works of Victor Hugo. I appreciate the elegance of Brancusi, the raw spiritual power of Rodin, the reductive form of Modigliani, and the decorative fun of Steampunk. I enjoy exploring the formal qualities of size, shape, sign and symbolism, color, meaning, context, new materials and processes.

My artistic expression is my way to give glory to our creator. As an artist, I become a kind of co-creator and share the purpose of art - to express, develop relationships, bridge culture, time and distance and generate new relationships. By responding to the gift of life with my head and heart, I find meaning and purpose and express my most authentic self.

I provide a visual experience just beyond the ordinary, requiring some effort to explore and comprehend the image. Much of my current work suggests that we learn how to become better stewards of our natural resources, share them and live in peace. Many times I include cloud forms that have little concern for the double-yellow lines below.

My process encompasses researching history, purpose, mission and message. I have extensive experience conceptualizing, fabricating, materials, supervision, coordination with committees, community, engineers and installation. I am familiar with all aspects of creating public art regarding scale, site, safety, durability. I like discussing ideas, sketches and reviews. I enjoy a good workshop, generating ideas and sketches with kids and adults.

I am a collaborator. I know it takes project administrators, community, architects, engineers, installers to make art programs successful. I listen carefully. I am productive, honest and reliable. I want us both to succeed. I bring my rich experience, education, love of history, literature, design, art, life and energy to the table.

I have been fortunate to exhibit public art along the Colorado front range as well as in CA, ID, OR, WY, KS, MO, GA.

Art is one of the greatest things we do. I believe we establish productive relationships, do our best, and have a little fun.

Graphic Design

As a graphic designer, I provided creative services for brand image development and marketing communications across the business spectrum. I have years of experience managing criteria, purpose, process, budget, schedule and execution.

I managed projects of individual and team efforts. I actually like meetings, discussing project goals and requirements and how to create winning solutions, with collaborative attitude, a clear process, roles and expectations. I make prudent choices and use time wisely. With structure and tactful project management, everyone experiences success.

- Graduate degree, graphic designer, art director, adjunct design professor, supervisor
- Experience in ad agencies, design firms, corporations and as independent contractor dba: Uppercase Design
- Brand development, corporate communications, identity and marketing materials for business and industry, from perfume to high tech, digital devices, law, engineering, travel, tourism and more.

Education

BFA Graphic Design – Missouri State University
MFA Communication Arts & Design – Virginia Commonwealth University
Independent Study - Kansas City Art Institute

References

Sylvia Rice Visit Salina Director	Sculpture Tour Salina Salina, KS	785-827-9310	srice@salinakansas.org
Joanna Cagan Executive Director	WOW Children's Museum Lafayette, CO	303-604-2424	joanna@wowchildrensmuseum.org
Kimberly Smith Program Manager	Douglas Co Art Encounters Castle Rock, CO	303-660-7347	ksmith@douglas.co.us

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Public Art

1 **"Say Cheese"** 6'h x 18"w x 12"d
Plate steel, powder coated, fiberglass noodles, paint
INSTALLED: Longmont-2011, Lafayette-2012, Greeley-2013, Evergreen-2014, Napa, CA-2015-16, Parker-2017, Colorado Springs 2018, Manitou Springs 2019-2020, Springfield, MO-2022

2 **"Mr Toolman"** 8'h x 6'w x 18"d
Steel, fiberglass, paint
INSTALLED: Colorado Springs-2012, Greeley-2013, Lafayette-2014, Evergreen-2015, Northglenn-2016, Longmont-2017, Castle Rock-2018, Aurora-2020-22, Lyons-2023

3 **"On Earth As In the Heavens"** 6'h x 4'w x 18"d
Steel, fiberglass, paint
INSTALLED: Salina, KS -2015/2016, Monument, CO-2022

4 **"Now It All Begins"** 5'h x 5'w x 14"d
Steel, wood, stucco, paint
INSTALLED: Greeley-2015, Lafayette-2016/2017, Salina-2019

5 **"Psssst... I'm Talkin' To You"** 30"h x 14"w x 6"d
Auto spring, steel, fiberglass, paint, epoxy
INSTALLED: St Joseph, MO..... Winner: FIRST PLACE 2022

6 **"On the Horizon"** -a 4'h x 4'w x 14"d, includes black base
Steel, foam, plex, wood, stucco, fiberglass, paint
INSTALLED: Lafayette - 2016, Salina-2017 - lives at St Mary's Grade School

7 **"Eye Love U"** 3'h x 4'w x 12"d
Steel, foam, wood, fiberglass, paint
INSTALLED: Evergreen-2016, CastleRock-2017, Salina-2018, Longmont-2019, Goodson Rec Center-2020, Sheridan, WY-2021-2023

8 **"Sandstorm"** 66"h x 24"w x 10"d
Steel, concrete, sandstone, granite, paint
a) INSTALLED: Evergreen-2017, Lyons-2020-21, Avon, CO-2022
b) INSTALLED: Lake Oswego, OR-2020, Manitou Springs-2023
c) INSTALLED: "Storming West": Broomfield-2018, Castle Rock-2020, Sheridan, WY 2021-23

9 **"Could 9 Under Scrutiny"** 6'h x 16"w x 10"d
Steel, foam, plexiglass, fiberglass, paint
INSTALLED: Aurora-2016/2017, Brighton-2018, Highlands Ranch-2019, Roswell, GA-2020, Manitous Springs-2021-22, Avon, CO-2022

10 **"Miss Poppin's Favorite"** 77"h x 20"w x 20"d
Steel, concrete, paint
a) INSTALLED: Castle Rock-2019, Palisade, CO-2020, Parker-2022
b) INSTALLED: Sioux City, IA-2019, St Joeseph, MO-2020, Salina, KS-2021, Lafayette-2022

11 **"We Good Stewards"** 80"h x 24"w x 10"d
Steel, concrete, filtration tank, paint
INSTALLED: Grand Junction-2019, 2020, Lone Tree, CO-2022

12 **"I'll Bet You Can't Pin Me Down"** 65"h x 24"w x 12"d
Steel, concrete, artificial turf, paint
INSTALLED: Salina, KS-2020, Springfield, MO-2021, Olathe, KS-2022

13 **"Rollin...Rollin...Rollin..."** 72"h x 60"w x 12"d
Vintage wagon wheel, steel, pipe, fiberglass, resin, paint
Salina, KS-2021.....Winner: BEST OF SHOW 2021, Indianapolis, IN-2022

14 **"Family Roots"** 9'h x 12"w x 3'd
Steel, stucco, paint
INSTALLED: Lafayette, CO -2022..... commissioned for WOW Childrens' Museum

1

2

3

4

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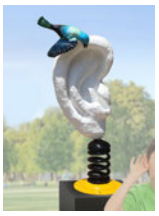

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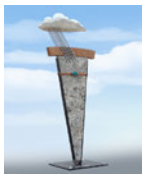

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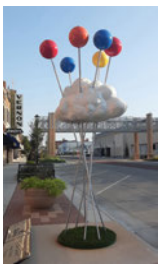

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14

RESOLUTION NO. _____

A RESOLUTION ENDORSING THE INSTALLATION OF ARTWORK TITLED "SEEDS OF THE FUTURE," BY ARTIST JUSTIN DEISTER, ON PUBLIC PROPERTY IN CELEBRATION OF BENTONVILLE'S 150TH ANNIVERSARY; AND FOR OTHER PURPOSES.

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

WHEREAS, the Public Arts Advisory Committee recommended approval of said artwork on April 11, 2023; and

WHEREAS, the artwork was selected from submittals received in response to a request for proposals and will be funded with Public Art Advisory Committee and 150th Anniversary budgeted funds.

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

Section 1: The City Council of the City of Bentonville, Arkansas hereby endorses the installation of artwork titled "Seeds of the Future," by artist Justin Deister, to be located on public property;

Section 2: This art installation is funded with Public Art Advisory Committee and 150th Anniversary budgeted funds;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/9/2023**
Department	**Sewer Rehab**
Submitted by	**Mike Bender**
Phone	**(479) 271-3140**

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 requirement of competitive bidding and declaring an emergency for Crossland Heavy Contractors, Inc. to assist in emergency replacement of sanitary sewer Manhole 405-1901 located northwest of the intersection of North Water Tower Road and SE 14th Street in the amount of $141,071.05, and approval of a Budget Adjustment to cover the full cost. Due to immediate emergency nature, it was neither practical nor feasible to competitively bid. A Budget Adjustment is needed.

Estimated Cost	**$141,071.05**
Is this Item Budgeted?	☐ Yes ☑ No

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

Fund balance will be used to cover costs.

Budget Adjustment Request

Date of City Council Meeting	**5/9/2023**
Department	**Sewer Rehab**
Submitted by	**Mike Bender**
Phone	**(479) 271-3140**

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

Emergency repair of sanitary sewer Manhole 405-1901 located northwest of the intersection of North Water Tower Road and SE 14th Street. Crossland Heavy Contractors provided labor and equipment to assist in replacement of failed manhole and associated main rework.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503040	**47342**	**Sewer Line/Manhole Rehab**		**$ 141,071.05**
		Totals	**$ -**	**$ 141,071.05**
		Net Impact on Fund Balance	**$ (141,071.05)**	

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

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: May 3, 2023

Re: Emergency Replacement of Manhole 405-1901

This memo covers multiple agenda items listed below.

Ordinance waiving the requirement of competitive bidding and declaring an emergency for Crossland Heavy Contractors, Inc. to assist in emergency replacement of sanitary sewer Manhole 405-1901 located northwest of the intersection of North Water Tower Road and SE 14th Street in the amount of $141,071.05, and approval of a Budget Adjustment to cover the full cost. Due to immediate emergency nature, it was neither practical nor feasible to competitively bid. In addition, due to the extreme depth and critical location, the requirements of the repair exceeded the capabilities of the City.

Ordinance waiving the requirement of competitive bidding and declaring an emergency for Rain for Rent to install, operate and monitor two sanitary sewer bypass installations to accommodate emergency replacement of sanitary sewer Manhole 405-1901 located northwest of the intersection of North Water Tower Road and SE 14th Street in the amount of $156,346.61, and approval of a Budget Adjustment to cover the full cost. Due to immediate emergency nature, it was neither practical nor feasible to competitively bid. In addition, due to the extreme depth and critical location, the requirements of the repair exceeded the capabilities of the City.

On the evening of Friday, March 3, Sewer Rehab responded to reports of an overflow at a manhole in Meadowbrook Subdivision located east of Water Tower Road. After field investigation, crews discovered that a blockage in the line downstream of Manhole 405-1901 was the cause of the overflow. Crews were unable to clear the blockage and set up a bypass pump

installation at the referenced manhole including overnight monitoring to maintain sewer flow within the system through the night until crews could perform a more thorough inspection during daylight on Saturday. Upon inspection Saturday, crews found that the north wall of the referenced manhole had collapsed sending debris into the line. In addition, there was a large void hidden underground on the north side of the manhole along with a failed storm sewer pipe that drains the detention pond for the Northwest Arkansas Community College. Staff reached out to several contractors with Crossland Heavy Contractors, Inc. responding with representatives on site Saturday morning. Rain for Rent also responded Saturday morning to inspect the conditions and mobilized on Sunday with two full bypass installations, including crossing Water Tower Road and drive to NWACC, operational by late afternoon Sunday. Crossland Heavy mobilized with equipment and labor early Monday morning. The depth of the manhole at 27 feet along with numerous large utility facilities including overhead electric added to the complexity of the repair. The manhole was completed and put back in service and bypass operations removed late Thursday, March 30th. City crews completed final backfill and site restoration.

With the initial mobilization, the City signed an emergency contract with Crossland Heavy for labor and materials plus 10%. We also signed an emergency contract with Rain for Rent to mobilize; however, the obligations and time frame of the project changed; thus, we replaced the original with the contract included in this agenda which reflects the actual work performed.

These items have not been reviewed by the Utility Board as the final costs were not received until after the submittal deadline for the May 2 meeting and the May 2 Utility Board meeting being cancelled due to no agenda items received by said deadline; however, staff informed the Utility Board of the situation at its March 7th meeting and followed up with a presentation to the Utility Board at their March 21 meeting illustrating the situation. Since the work has been completed and the Utility Board has been made aware of the situation, I did not feel that the budget adjustments associated with the project needed to be delayed any longer than necessary. Staff will present the final costs of the event to the Utility Board for their information.

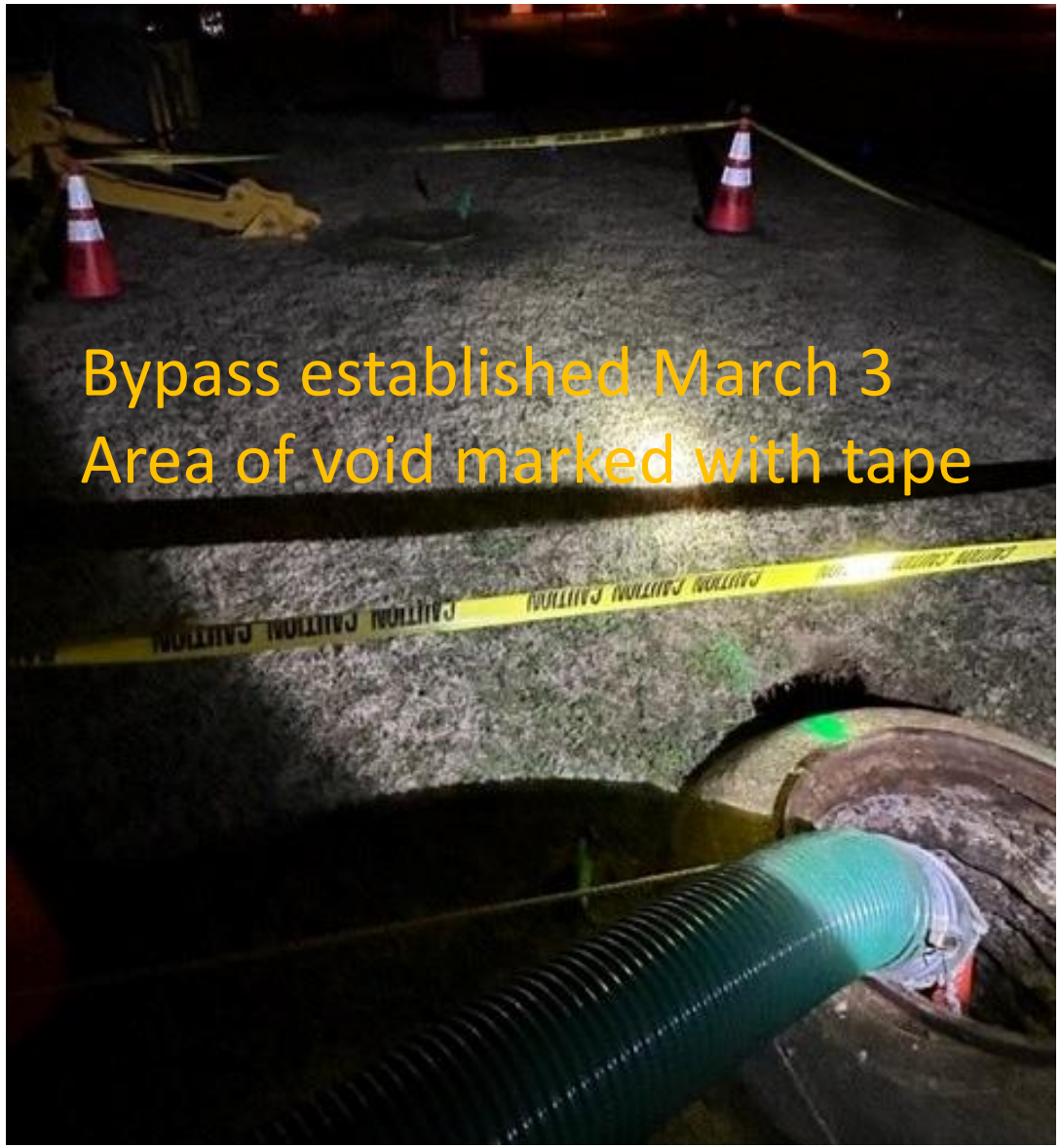
Total cost for the repair, including estimated taxes, is $297,417.66. City crews performed a lot of work associated with this repair to keep the cost as low as possible.

Attached are a few photos from the failure and repair.

Thank you for your consideration of this request.

Water Tower Road Manhole Repair
Water Tower Road
HWY 102/ SE 14th Street
NWACC Detention Pond

Void on north
side of Manhole


Bypass established March 3
Area of void marked with tape

Bypass crossing Water Tower Road

Void on north side of manhole with failed storm sewer

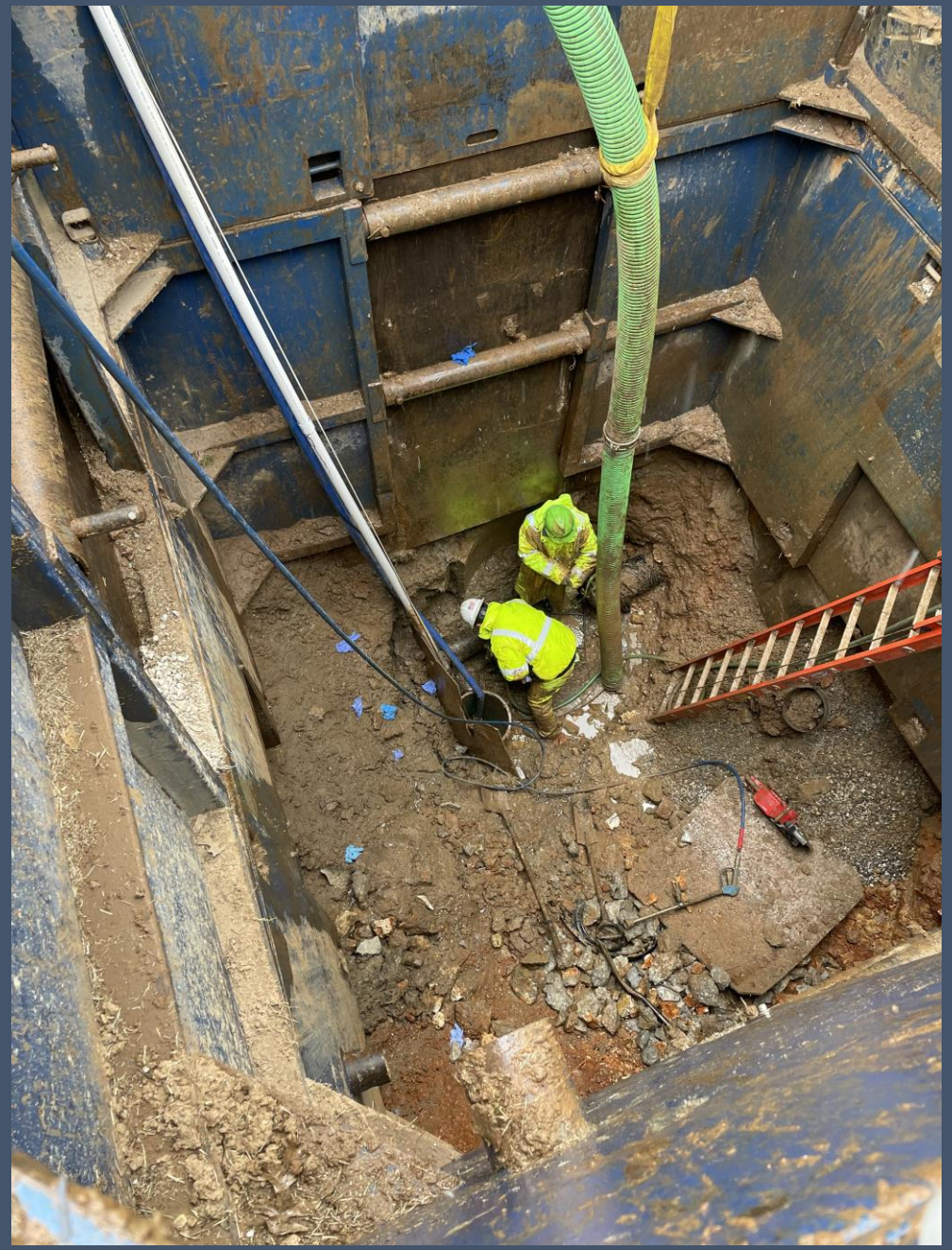
Storm Sewer (in previous slide)
Sanitary Sewer

CAT

CAT

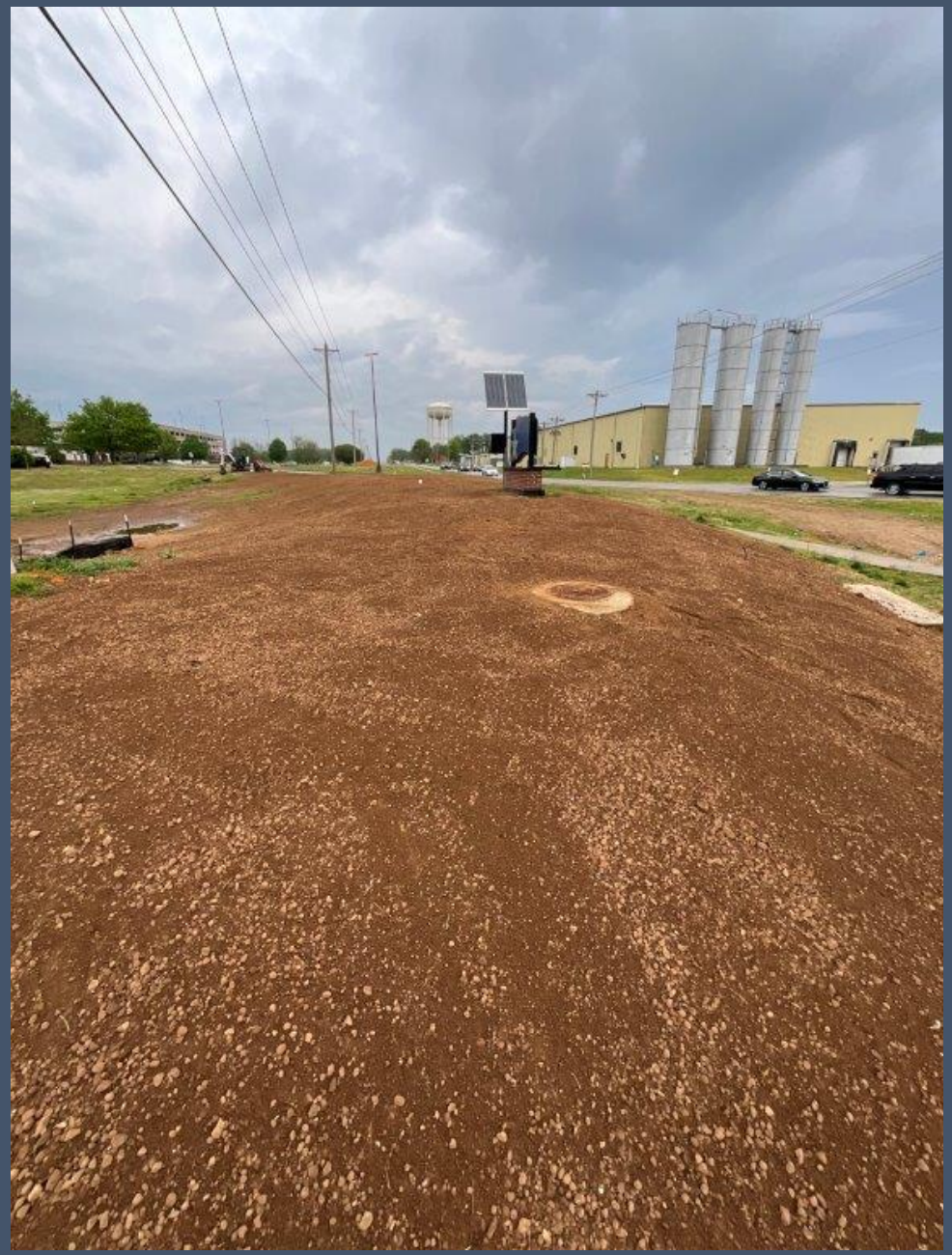
PENSKE

Pharmacy
Market
sam's club
CAT



Conditions were harsh and weather was not cooperative

United Rentals
TRENCH SAFETY



View from southern end of repair site looking north

View looking southerly from northern end of repair site

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CROSSLAND
HEAVY CONTRACTORS

501 S. East Ave, P.O. Box 350
Columbus, KS 66725
Tel: 620.429.1410

Monday, March 6, 2023

SHORT FORM PRIME CONTRACT BETWEEN OWNER & CONTRACTOR

This Agreement ("Contract") is made this 6th day of March 2023, between Crossland Heavy Contractors, Inc. ("Contractor") and The City of Bentonville, AR ("Owner") with respect to the project, "City of Bentonville Sanitary Sewer Manhole Replacement" ("Project").

The project is located on the northwest corner of the intersection of SE 14th Street and North Water Tower Road at Manhole 405-1901.

Section 1: Contract Documents. The Contract Documents consist of this Contract. The Contractor agrees to furnish all labor & equipment required to complete the work, as set forth in Section 2 ("Scope of Work"), in accordance with the Contract Documents.

Section 2: Scope of Work. The Project "Scope of Work" or "Work" includes the repair or replacement of one 4' I.D. Sanitary Sewer Manhole 405-1901, the removal of manhole 405-6829 and repair of associated storm drain affected due to the sanitary sewer work. The Contractor agrees to furnish all labor, materials, equipment & other services required to complete the Scope of Work. This includes, but is not limited to, erosion control, demolition, installation & remediation as directed by Owner. The Contractor's Scope of Work does not include materials unless directed by Owner. Repair design, plans, specifications & repair methods will be the responsibility of the Owner.

All Work to be performed shall be at the direction of the Owner (City of Bentonville), or its agent designated by Owner in writing to the Contractor.

Section 3: Price and Payment. The Owner agrees to pay the Contractor for the strict performance of the Work. Hourly cost of labor and in-house equipment (rate sheet listed in Section 3.1), other equipment, materials & services necessary to complete the Work cost ("Cost") plus ten percent (10%) of the Cost will be the total payment due ("Payment"). Payment due to Contractor by Owner is subject to adjustments for changes in the Work as may be mutually agreed upon by the Owner and Contractor, or as may be required under this Contract. The Owner agrees to pay the Contractor in monthly progress payments for all Work completed. Payments will be due and payable within thirty (30) days of invoice. Final payment to the Contractor shall be made within forty-five (45) days after substantial completion of the Contract and submission of the final invoice, and lien releases conditioned on receipt of final payment, to Owner. The Owner shall not offset any portion of the payment due hereunder against any claim the Owner may have or make against the Contractor.

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3.1: Labor and In-House Hourly Equipment Rates:

Description	Rate/HR	Note
Project Manager	$ 125.00	includes phone, fuel, truck, labor burden
Superintendent	$ 120.00	includes phone, fuel, truck, labor burden
Assistant PM	$ 85.00	includes phone, fuel, truck, labor burden
Highly Skilled Operator	$ 52.00	includes labor burden
Operator	$ 46.00	includes labor burden
Skilled Laborer	$ 41.00	includes labor burden
36-44 Ton Excavator	$ 132.76	In case a smaller machine is needed
44-55 Ton Excavator	$ 163.36	planned to be utilized
55-73 Ton Excavator	$ 257.98	In case a larger excavator is needed
2501 - 2850 LB Track Loader	$ 45.81	planned to be utilized
150-174 HP Wheel Loader	$ 63.04	In case a wheel loader is needed

Section 4: Entire Agreement. The Contract Documents represent the entire agreement between the Contractor and the Owner regarding the Work and supersede any prior written or oral agreements or representations as to that Work.

Section 5: Time. Time is of the essence of this agreement. Work shall commence within 7 days following Contractor's receipt of Owner's notice to proceed. The Contractor shall work diligently and consistently to complete the Project efficiently.

Section 6: Differing Site Conditions. Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing of any:

(1) Hazardous Material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Contactor to legal liability.
(2) Subsurface or latent physical conditions at the site materially different from those indicated in the Contract Documents or apparent from a surface review; or
(3) Unknown physical or other conditions at the site of an unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

The Owner shall promptly investigate such conditions. If the Owner finds that the worksite conditions do materially differ, or involve Hazardous Material, the Owner shall make an equitable adjustment in the Contract Time for such work by issuing a change order under Article 7.

Section 7: Changes in Work. The Work shall be subject to changes by additions, deletions, or revisions by the Owner. The Owner shall notify Contractor of such changes by delivery of additional and/or revised drawings, specifications, exhibits or written orders. Whenever an adjustment in the Contract time is required because of Owner's change request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including acts of any

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governmental authority, acts of a public enemy, fire, flood, unusual delay in transportation, abnormal weather conditions, labor disputes, strikes, lack of worksite access, acts of God, natural disasters, or acts of third parties), the Contractor shall submit to the Owner, within a reasonable time, a detailed estimate with supporting calculations, together with any adjustments to the Contract time. Cost of the change or the amount of the adjustment shall be determined based on the cost to the Contractor plus reasonable amounts for overhead and profit. The Contractor shall not be obligated to perform changes in the Work or additional work until the Owner has approved, in writing, the changes to the Contract time.

Section 8: **Suspension of Work.** The Contractor, at its option, may suspend Work under the Contract as a result of the following: (1) Owner's failure to timely pay sums due to the Contractor, until such payment is made; (2) a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control if such circumstance will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the Work; or (3) Owner's failure to provide Owner's ability to pay Contractor for the work remaining to be performed by Contractor. Any suspension of Work under this Contract will also suspend the progress and completion dates set forth in Section 5.

Section 9: **Inspection of the Work.** The Contractor shall make the Work accessible at all times for inspection by the Owner. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.

Section 10: **Site Access and Rights of Way.** The Owner shall provide, no later than the date when needed by the Contractor, all necessary access to the site or sites upon which the Work is to be performed, including convenient access to the site or sites and any other site or sites designated in the Contract Documents for use by the Contractor. Owner shall continue to provide such access until completion of the Contract. Any delay in providing such access shall entitle the Contractor to an equitable adjustment in the Contract time.

Section 11: **Surveys and Reports.** The Owner shall furnish to Contractor for the Work, prior to the start of the Work, all necessary surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the Work required. The Owner shall provide all site surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

Section 12: **Permits, Licenses and Regulations.** Unless otherwise provided in the Contract Documents, the Contractor shall obtain and pay (and Owner shall reimburse Contractor) for all permits and licenses of a temporary nature necessary for the prosecution of the Work. The Owner and Contractor shall assist the other in obtaining such permits and licenses. Unless otherwise provided, the Owner shall secure and pay for all permits, licenses and easements for permanent structures or permanent changes in existing facilities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the performance of the Work. If the Contractor observes that drawings, specifications, or other Contract documents are at variance with such laws, ordinances, rules and regulations, the Contractor shall promptly notify Owner of such variance. If any such variances result in any necessary changes in the Work, then the Contractor shall be entitled to an equitable adjustment to the Contract time.

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Section 13: Termination. The Owner reserves the right to terminate the Work for its convenience upon notice in writing to the Contractor. In such an event, the Contractor shall be paid its actual costs, including currently earned overhead and profit, for the portion of the Work performed to the date of termination, and for all of Contractor's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors. Should the Owner become insolvent or commit a material breach or default under the Contract, including, but not limited to, failure to pay timely undisputed sums due to the Contractor, then the Contractor may terminate this contract.

Section 14: Insurance.

14.1 Contractor's Insurance. The Contractor shall, at its expense, procure and maintain insurance of its operations under this Contract consisting of the following insurance:

a. Worker's Compensation (per statutory requirements and Employers' Liability Insurance ($1,000,000 limit)

b. Commercial General Liability Insurance ($2,000,000 per occurrence & $4,000,000 aggregate limits)

c. Automobile Liability Insurance ($1,000,000 combined single limit)

d. Builder's Risk Insurance (100% of Contract amount)

14.2 Owner's Insurance. The Owner is a public entity and thus does not maintain liability insurance.

14.3 Waiver of Subrogation. Owner and Contractor waive all rights against each other and against all other subcontractors and Owners for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to proceeds of such insurance. If any applicable policies or insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be endorsed or obtain such consent.

14.4 Additional Insured. The Owner shall be named as an additional insured on Contractor's Commercial General Liability, Automobile, and Builder's Risk Insurance.

Section 15: Disputes. Any controversy or claim arising out of or relating to this Contract or its alleged breach, which cannot be resolved by mutual agreement, shall be determined by litigation. The prevailing party in any action or proceeding to enforce this Contract shall recover its reasonable attorney's fees and costs (including expert witnesses) in that action or proceeding.

Section 16: Warranty. Except to the extent of Owner specified items, the Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality, free from faults and defects, and in conformance with the Contract Documents, and that all Work under this Contract will be performed in a good and workmanlike manner. Until one year after substantial completion, the Owner shall promptly notify the Contractor in writing upon discovery of any defective Work performed under this Contract, which the Contractor shall correct at its expense. If the Owner fails to promptly notify the Contractor or fails to give the Contractor the opportunity to correct, then the Owner's claim for breach of warranty with respect to the defective

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Work is waived. The Contractor's warranty under this section excludes remedy for damage or defect caused by abuse (including damage to the Work and materials caused or contributed to by existing connecting facilities), alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. Further this warranty does not extend to or include specification of materials, any design or repair methods or damages arising from such design or repair methods.

Section 17: Mutual Waiver of Consequential Damages. The Owner and Contractor waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement.

Section 18: Time Limit on Claims. The Owner and Contractor waive all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract that are not commenced within 5 years after the date of Substantial Completion of the Work.

Section 19: Governing Law. This Contract shall be governed by Arkansas law.

City of Bentonville, AR (Owner)	Crossland Heavy Contractors, Inc. (Contractor)
Stephanie Orman	Daniel A. Thompson
Name	Name
Mayor	Vice President
Title	Title
[redacted]	[redacted]
Signature	Signature
Date: March 9, 2023 | 2:44 PM CST	Date:

Application and Certificate For Payment

To Owner:	CITY OF BENTONVILLE, AR 117 WEST CENTRAL BENTONVILLE, AR 72712	Project:	Hwy 102 & Water Tower Rd 3600 SE 14th St Bentonville, AR 72712	Application No: 1	Date: 04/21/2023
				Period To: 04/21/23	
				Architect's Project No:	
From (Contractor):	CROSSLAND HEAVY CONTRACTORS, I P.O. BOX 350 COLUMBUS, KS 66725	Contractor Job Number:	23A03SL	Contract Date:	
		Via (Architect):			
Phone:	620 429-1410	Contract For:			

Contractor's Application For Payment

Change Order Summary			Additions	Deductions
Change orders approved in previous months by owner				
	Number	Date Approved		
Change orders approved this month				
Totals				
Net change by change orders				

Original contract sum	141,071.05
Net change by change orders	0.00
Contract sum to date	141,071.05
Total completed and stored to date	141,071.05
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	141,071.05
Less previous certificates of payment	0.00
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**141,071.05**
Balance to finish, including retainage	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current pa[redacted]

Co[redacted]

By: [redacted] Date: 4-24-23

State of: Kansas County of: Cherokee

Subscribed and sworn to before [redacted]

2023 (year). Notary publ[redacted]

My commission expires 4/16/25.

KAYLA I. O'BRIEN
Notary Public - State of Kansas
My Appt. Expires 4/16/25

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: $ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: CITY OF BENTONVILLE, AR
From (Contractor): CROSSLAND HEAVY CONTRACTORS, I
Project: Hwy 102 & Water Tower Rd

Application No: 1 Date: 04/21/23 Period To: 04/21/23
Contractor's Job Number: 23A03SL
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
AA	SCHEDULE OF VALUES													
001	MOBILIZATION	0.0000	.00	LS	3,612.00	0.00 %	0.00	100.00 %	3,612.00	100.00 %	3,612.00	100.0	0.00	
002	LABOR	0.0000	.00	LS	56,872.65	0.00 %	0.00	100.00 %	56,872.65	100.00 %	56,872.65	100.0	0.00	
003	EQUIPMENT	0.0000	.00	LS	30,912.68	0.00 %	0.00	100.00 %	30,912.68	100.00 %	30,912.68	100.0	0.00	
004	MANHOLE POURING SUB	10,000.0000	1.00	EA	10,000.00	.00	0.00	1.00	10,000.00	1.00	10,000.00	100.0	0.00	
005	MANHOLE CONCRETE (CHC SUPPLY)	0.0000	.00	LS	3,551.38	0.00 %	0.00	100.00 %	3,551.38	100.00 %	3,551.38	100.0	0.00	
006	TRENCH BOXES & STREET PLATES	0.0000	.00	LS	6,303.83	0.00 %	0.00	100.00 %	6,303.83	100.00 %	6,303.83	100.0	0.00	
007	SMALL TOOLS & SUPPLIES	0.0000	.00	LS	2,027.84	0.00 %	0.00	100.00 %	2,027.84	100.00 %	2,027.84	100.0	0.00	
008	DUMP TRUCK	0.0000	.00	LS	697.50	0.00 %	0.00	100.00 %	697.50	100.00 %	697.50	100.0	0.00	
009	VAC TRUCK	0.0000	.00	LS	12,487.50	0.00 %	0.00	100.00 %	12,487.50	100.00 %	12,487.50	100.0	0.00	
010	PIPE MATERIALS	0.0000	.00	LS	1,880.83	0.00 %	0.00	100.00 %	1,880.83	100.00 %	1,880.83	100.0	0.00	
011	OVERHEAD & PROFIT	0.0000	.00	LS	12,824.64	0.00 %	0.00	100.00 %	12,824.64	100.00 %	12,824.64	100.0	0.00	
Total	SCHEDULE OF VALUES				141,071.05		0.00		141,071.05		141,071.05		0.00	
	Application Total				141,071.05		0.00		141,071.05		141,071.05		0.00	

CROSSLAND
HEAVY CONTRACTORS

501 S. East Avenue P.O. Box 350
Columbus, Kansas 66725
t 620.429.1410
f 620.429.2977

DATE: 4/24/23

RE: WARNING REGARDING OWNER EFT PAYMENTS ON THIS PROJECT

Dear Owner:

ELECTRONIC FUNDS TRANSFER FRAUD ADVISORY; PAYMENT INSTRUCTIONS:

Electronic funds transfer ("EFT") fraud is on the rise. If you receive an email or other message containing EFT transfer instructions on this project, regardless of the purported sender, it is very likely an attempted scam. **Do not follow the instructions and do not respond to the email.** Examples of email scams include messages that appear to be from someone at Crossland Heavy Contractors but are not. For example, the email may be from "heavy_contractors.com" or "heavyc0ntractors.com" rather than "heavycontractors.com". If you have any questions about any email or other message you have received concerning payments on this project, please call our office headquarters in Columbus Kansas and ask to speak directly with Matt Kitchen, Treasury Manager - Office phone: 620-429-1414/Cell: 620-210-2038, or Dave Allison, Chief Administrative Officer - Cell: 913-232-1490.

Please also advise all of your employees or agents who are or may in the future be involved in making payments on this project of this warning. Any one person on your team who is not aware of this danger could cause payments to be transferred to a scammer. All payments made by any form of EFT, including but not limited to wire transfer or ACH, must be made by using instructions that were provided to you separately prior to or at the time the Project Contract for Construction was executed by you and Crossland Heavy Contractors, Inc. **This information will not change for the duration of the contract unless via change order executed by both parties.**

Because Crossland will expect payments on the Project per the Contract terms regardless of payments made to scammers, you may want to consider this issue in your overall risk management considerations and make sure your insurance products cover any cyber risk to funding this project.

In the event you make project payments by check, please send checks to the following address. **This information will not change for the duration of the contract unless via change order executed by both parties:**

Crossland Heavy Contractors, Inc.
Attn: Accounts Receivable
501 S. East Ave.,
P.O. Box 350
Columbus, KS 66725

Please let us know if you have any questions.

Sincerely,

Hwy 102 & Water Tower Cost Category Breakdown

LABOR BREAKDOWN

Employee	Date	Phase	Cost Type	Type	Description (name)	Hours	Cost Amount
BOWLOG (LOGAN B BOWEN)- OP		1001-3308-018 (DEMO & REPLACE EXIST MH)	L (CONSTR SALARIES)	PR-Employee	POSTED FROM PAYROLL	202.72	$ 9,325.12
LOWBRY (BRYAN J LOWERY)- SU		1001-3308-018 (DEMO & REPLACE EXIST MH)	L (CONSTR SALARIES)	PR-Employee	POSTED FROM PAYROLL	41.75	$ 5,010.00
OCHJAV (JAVIER OCHOA)- OP		1001-3308-018 (DEMO & REPLACE EXIST MH)	L (CONSTR SALARIES)	PR-Employee	POSTED FROM PAYROLL	220	$ 10,120.00
SILISA (ISAIAS SILVA)- SL		1001-3308-018 (DEMO & REPLACE EXIST MH)	L (CONSTR SALARIES)	PR-Employee	POSTED FROM PAYROLL	128.38	$ 5,263.58
THOKAD (KADEN R. THOMPSON)- SL		1001-3308-018 (DEMO & REPLACE EXIST MH)	L (CONSTR SALARIES)	PR-Employee	POSTED FROM PAYROLL	47.75	$ 1,957.75
WILJUS (JUSTIN L. WILLIAMS)- SU		0100-0003-006 (SUPERINTENDENT)	L (CONSTR SALARIES)	PR-Employee	POSTED FROM PAYROLL	209.97	$ 25,196.40
Total						850.57	$ 56,872.85

TRENCH BOXES BREAKDOWN

Invoice #	Date	Phase	Cost Type	Type	Description (name)	Hours	Cost amount
22006604	03/31/23	0200-0102-154 (TRENCH BOXES)	E (EQUIPMENT)	AP-Vendor	23A03SL ROUND MANHOLE SHIELD	0.00	$ 1,914.00
22006660	03/31/23	0200-0102-154 (TRENCH BOXES)	E (EQUIPMENT)	AP-Vendor	23A03SL STREET PLATE	0.00	$ 4,389.83
Total							$ 6,303.83

STS (SMALL TOOLS & SUPPLIES) BREAKDOWN

Invoice #	Date	Phase	Cost Type	Type	Description (name)	Hours	Cost amount
ARVEST CREDIT CARD- HAYASH	03/31/23	0100-0050-016	O (OTHER)	AP-Vendor	/LOWES #00694	0.00	$ 53.87
ARVEST CREDIT CARD- WILJUS	03/31/23	0100-0050-016	O (OTHER)	AP-Vendor	/WAL-MART #2741	0.00	$ 23.35
Fastenal- 193982	03/31/23	0100-0050-016	O (OTHER)	AP-Vendor	23A03SL 3/8 X 6 MX4 SDS+ BIT	0.00	$ 39.09
White Cap- 10017700627	03/31/23	0100-0050-016	O (OTHER)	AP-Vendor	23A03SL - RAINCOAT PIP, LADDER	0.00	$ 859.51
White Cap- 10017712932	03/31/23	0100-0050-016	O (OTHER)	AP-Vendor	23A03SL - PUMP, HOSES, ALUMINU	0.00	$ 503.22
Lowe's- 902385E	04/14/23	0100-0050-016	O (OTHER)	AP-Vendor	23A03SL MISC	0.00	$ 243.09
Lowe's- 923374A	03/20/23	0100-0050-016	O (OTHER)	AP-Vendor	23A03SL MISC	0.00	$ 235.72
O'Reilly- 4086-325536	03/31/23	0100-0050-016	O (OTHER)	AP-Vendor	23A03SL WRENCHS, OREILLY DEF	0.00	$ 69.99
Total							$ 2,027.84

MOBILIZATION BREAKDOWN

Date	Phase	Cost Type	Type	Description (name)	Hours	Cost amount
03/12/23	0100-0002-002	O (OTHER)	EQ-Equipment	KENWORTH SEMI TRACTOR	0.00	$ 650.00
03/12/23	0100-0002-002	O (OTHER)	EQ-Equipment	KENWORTH SEMI TRACTOR	0.00	$ 650.00
03/12/23	0100-0002-002	O (OTHER)	EQ-Equipment	PETERBILT SEMI TRACTOR	0.00	$ 975.00
04/02/23	0100-0002-002	O (OTHER)	EQ-Equipment	11 KENWORTH W900L SEMI	0.00	$ 325.00
04/02/23	0100-0002-002	O (OTHER)	EQ-Equipment	2006 KENWORTH W900L SEMI	0.00	$ 325.00
04/02/23	0100-0002-002	O (OTHER)	EQ-Equipment	PETERBILT SEMI TRACTOR	0.00	$ 325.00
04/19/23	0100-0002-002	O (OTHER)	AP-Vendor	23A03SL - ARKANSAS PERMIT	0.00	$ 262.00
Total						$ 3,512.00

Hwy 102 & Water Tower Cost Category Breakdown

EQUIPMENT BREAKDOWN

Phase	Cost Type	Type	Description (name)	Hours	Cost Amount
0200-0102-038 (EXCAVATOR MEDIUM 44 TO 55)	E (EQUIPMENT)	EQ-Equipment	EXCAVATOR, CAT, 335F HT(C, TC)	176	$ 28,751.36
0200-0102-086 (SKIDSTEERS TRACKS)	E (EQUIPMENT)	EQ-Equipment	SKID STEER, CAT, 289D	47.18	$ 2,161.32
Total				**223.18**	**$ 30,912.68**

SUBCONTRACTOR BREAKDOWN

Date	Phase	Cost Type	Type	Description (name)	Hours	Cost amount
04/05/23	0600-0399-002 (CONCRETE WORK SUB)	S (SUB-CONTRACTS)	AP-Vendor	23A03SL - MANHOLE POUR	0.00	$ 10,000.00
Total						**$ 10,000.00**

CONCRETE MATERIALS BREAKDOWN

Date	Phase	Cost Type	Type	Description (name)	Hours	Cost amount
03/31/23	0500-0396-008	M (MATERIALS)	AP-Vendor	23A03SL - 4000 PSI AE	0.00	$ 848.63
03/31/23	0500-0396-008	M (MATERIALS)	AP-Vendor	23A03SL - 4000 PSI AE	0.00	$ 601.43
03/31/23	0500-0396-008	M (MATERIALS)	AP-Vendor	23A03SL - 4000 PSI AE	0.00	$ 588.02
03/31/23	0500-0396-008	M (MATERIALS)	AP-Vendor	23A03SL - 4000 PSI AE	0.00	$ 829.47
03/31/23	0500-0396-008	M (MATERIALS)	AP-Vendor	23A03SL - 4000 PSI AE	0.00	$ 683.83
Total						**$ 3,551.38**

PIPE MATERIALS BREAKDOWN

Date	Phase	Cost Type	Type	Description (name)	Hours	Cost amount
03/31/23	0500-3396-002 (SITE PIPE MATERIALS)	M (MATERIALS)	AP-Vendor	23A03SL - SCURLOCK CONC SOL	0.00	$ 886.95
04/04/23	0500-3396-002 (SITE PIPE MATERIALS)	M (MATERIALS)	AP-Vendor	23A03SL - SCURLOCK CONC SOL	0.00	$ 493.88
04/06/23	0500-3396-002 (SITE PIPE MATERIALS)	M (MATERIALS)	AP-Vendor	23A03SL - SCURLOCK CONC SOL	0.00	$ 500.00
Total						**$ 1,880.83**

DUMP TRUCK BREAKDOWN

Date	Phase	Cost Type	Type	Description (name)	Hours	Cost amount
03/05/23	6000-6031-042 (DUMP TRUCK SUBS)	S (SUB-CONTRACTS)	EQ-Equipment	TRUCK, DUMP	0.00	$ 697.50
Total						**$ 697.50**

VAC TRUCK BREAKDOWN

Date	Phase	Cost Type	Type	Description (name)	Hours	Cost amount
03/19/23	0600-3199-040	S (SUB-CONTRACTS)	EQ-Equipment	TRUCK, HYDROVAC	40.50	$ 9,112.50
04/02/23	0600-3199-040	S (SUB-CONTRACTS)	EQ-Equipment	TRUCK, HYDROVAC	15.00	$ 3,375.00
Total					**55.50**	**$ 12,487.50**

Invoice

Scurlock Concrete

P.O. BOX 1500
JONESBORO, AR 72403-1500
(870) 935-5913

Invoice Number: 0001917-IN
Invoice Date: 4/6/2023
Order Number:
Order Date
Customer Number: 00-0000158

Sold To:
CROSSLAND HEAVY CONTRACTORS
P.O. BOX 350
COLUMBUS, KS 66725

Ship To:
CROSSLAND HEAVY CONTRACTORS
1278-1286 WATER TOWER ROAD
TICKET: 47196
BENTONVILLE, AR 72712

Confirm To:
479-616-8452

Shipping Weight (Tons): 0.00

Customer P.O.	Ship VIA	F.O.B.	Terms
WATER TOWER RD			NET 30

Item No.	Unit	Ordered	Shipped	Remaining Balance	Price	Amount
/MISC-EA C/D 12" DIAMETER, 8" DEEP MANHOLE (MINIMUM)	EACH	1	1	0	450.00	450.00
/MISC-EA MOBILIZATION	EACH	1	1	0	50.00	50.00

Net Invoice:	500.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	500.00

1
P.O. BOX 1500
800 W. JOHNSON
JONESBORO, AR 72403
(870) 935-5913

2
P.O. BOX 1078
3401 W. COMMERCIAL
SPRINGFIELD, MO 65801
(417) 862-5088

3
P.O. BOX 1082
3725 S. MCCOLLUM AVE
FAYETTEVILLE, AR 72702
(479) 521-0504

4
600 NEWMAN RD.
P.O. BOX 257
NORTH MIAMI, OK 74358
(918) 542-1884

Invoice

Scurlock Indust
of Fayetteville, Inc.
P.O. BOX 1082
3725 S. MCCOLLUM AVE
FAYETTEVILLE, AR 72702
(479) 521-0504

Invoice Number: 0041660-IN
Invoice Date: 3/31/2023
Order Number: 0039945
Order Date 3/31/2023
Customer Number: 03-0000281

Sold To:
CROSSLAND HEAVY CONTRACTORS
P.O. BOX 350
COLUMBUS, KS 66725

Ship To:
CROSSLAND HEAVY CONTRACTORS
102 & WATER TOWER
TICKET: 47553
BENTONVILLE, AR 72712

Confirm To:

Shipping Weight (Tons): 2.52

Customer P.O.	Ship VIA	F.O.B.	Terms
102 & WATER TOWER		STU	NET 30

Item No.	Unit	Ordered	Shipped	Remaining Balance	Price	Amount
RCP-18 3	LF	30.00	30.00	0.00	27.00	810.00
18" x 7.5' RCCP C3 (4 JOINTS)					Whse: 003	

Materials listed have been tested, inspected, approved and stamped in accordance with the reinforced Concrete pipe (RCP) plant certification procedure and conform to ARDOT specifications.

The furnished "Miscellaneous Precast Concrete Products" listed above conform to ARDOT specifications in accordance with the "Certification Acceptance Procedure".
IAW ARDOT's current QPL 606.022

Net Invoice:	810.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	76.95
Invoice Total:	886.95

1
P.O. BOX 1500
800 W. JOHNSON
JONESBORO, AR 72403
(870) 935-5913

2
P.O. BOX 1078
3401 W. COMMERCIAL
SPRINGFIELD, MO 65801
(417) 862-5088

3
P.O. BOX 1082
3725 S. MCCOLLUM AVE
FAYETTEVILLE, AR 72702
(479) 521-0504

4
600 NEWMAN RD.
P.O. BOX 257
NORTH MIAMI, OK 74358
(918) 542-1884

Invoice

Scurlock Indust
of Fayetteville, Inc.
P O. BOX 1082
3725 S. MCCOLLUM AVE
FAYETTEVILLE, AR 72702
(479) 521-0504

Invoice Number: 0041674-IN
Invoice Date: 4/4/2023
Order Number: 0039957
Order Date 4/4/2023
Customer Number: 03-0000281

Sold To:
CROSSLAND HEAVY CONTRACTORS
P.O. BOX 350
COLUMBUS, KS 66725

Ship To:
CROSSLAND HEAVY CONTRACTORS
102 & WATERTOWER
TICKET: 47507
FAYETTEVILLE, AR 72702

Confirm To:

Shipping Weight (Tons): 0.67

Customer P.O.	Ship VIA	F.O.B.	Terms
23A03SL		PICK UP	NET 30

Item No.	Unit	Ordered	Shipped	Remaining Balance	Price	Amount
FES-18M	EA	1.00	1.00	0.00	450.00	450.00
18" FLARED END SECTION (MALE)					Whse: 003	

Materials listed have been tested, inspected, approved and stamped in accordance with the reinforced Concrete pipe (RCP) plant certification procedure and conform to ARDOT specifications.

The furnished "Miscellaneous Precast Concrete Products" listed above conform to ARDOT specifications in accordance with the "Certification Acceptance Procedure".
IAW ARDOT's current QPL 606.022

Net Invoice:	450.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	43.88
Invoice Total:	493.88

1
P.O. BOX 1500
800 W. JOHNSON
JONESBORO, AR 72403
(870) 935-5913

2
P.O. BOX 1078
3401 W. COMMERCIAL
SPRINGFIELD, MO 65801
(417) 862-5088

3
P.O. BOX 1082
3725 S. MCCOLLUM AVE
FAYETTEVILLE, AR 72702
(479) 521-0504

4
800 NEWMAN RD.
P.O. BOX 257
NORTH MIAMI, OK 74358
(918) 542-1884

STANDARD MATERIALS GROUP
A CRH COMPANY

4608 S Garnett Rd Ste 600
Tulsa, OK 74146-5226

Customer No:	255765
Invoice No:	2000160254
Inv Date:	03/18/23
Page:	Page 1 of 1
Customer PO:	HWY 102 & WATER TOWE

Crossland Heavy Contractors Inc
PO Box 350
Columbus KS 66725-0350

chcinvoices@heavycontractors.com

4608 S Garnett Rd Ste 600
Tulsa, OK 74146-5226
Call (918) 582-8111

Delivered To: HWY 102 & WATER TOWER ROAD BENTONVILLE AR # 1 COLL

Ordered By: JUSTIN

Date		Item	Description	Quantity	UM	Unit Price	MatlTotal	TaxCode	TaxTotal	Total
Ticket #: 53344257									**From: 05033 Readymix - Rogers**	
03/17/23	53344257	345PP501	4000 PSI AE	5.00	CY	147.00	735.00	AR04000403	69.83	804.83
03/17/23	53344257	141	1%CHLORIDE	5.00	GAL	3.50	17.50	AR04000403	1.66	19.16
03/17/23	53344257	FUELSUR	ENERGY TAXABLE	1.00	TON	12.50	12.50	AR04000403	1.19	13.69
03/17/23	53344257	010	ENVIRONMENTAL	1.00	EA	10.00	10.00	AR04000403	0.95	10.95
Total			**Cubic Yards of Readymix**	**5.00**			**775.00**		**73.63**	**848.63**
			Total Invoice:				**775.00**		**73.63**	**848.63**

Total Cubic Yards of Readymix for this Invoice 5.00

Invoice Taxing Authority Summary:

ARI	**AR State Sales Tax**	**50.38**
ARI0400	**AR Benton County**	**7.76**
ARI0403	**AR Bentonville**	**15.50**

*Our terms are Net 30 Days. Questions: Please email us smcredit@standardmaterials.com. **Don't be a victim of cyber fraud!** Our banking details will NEVER change. If you receive any correspondence requesting a change to our banking details, please contact us immediately.*

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: **848.63**

Amount Paid: _____

Customer Name:	Crossland Heavy Contractors Inc
Customer No:	255765
Invoice #:	2000160254
Date:	03/18/23
Customer PO:	HWY 102 & WATER TOWE
Due Date:	04/17/23

If you have any questions about your invoice please call Call (918) 582-8111

Remit Payment To: **Standard Materials Group, Inc**
PO Box 11009
Fayetteville, AR 72703-1009

Please provide your email address below if you would like to start receiving your invoices via email

STANDARD MATERIALS GROUP
A CRH COMPANY

4608 S Garnett Rd Ste 600
Tulsa, OK 74146-5226

Customer No:	255765
Invoice No:	2000160440
Inv Date:	03/20/23
Page:	Page 1 of 1
Customer PO:	HWY 102 & WATER TOWE

Crossland Heavy Contractors Inc
PO Box 350
Columbus KS 66725-0350

chcinvoices@heavycontractors.com

4608 S Garnett Rd Ste 600
Tulsa, OK 74146-5226
Call (918) 582-8111

Delivered To: HWY 102 & WATER TOWER ROAD BENTONVILLE AR #1 COLLA

Ordered By: JUSTIN

Date		Item	Description	Quantity	UM	Unit Price	MatlTotal	TaxCode	TaxTotal	Total
Ticket #: 53344290									**From: 05033 Readymix - Rogers**	
03/20/23	53344290	345PP501	4000 PSI AE	3.50	CY	147.00	514.50	AR04000403	48.88	563.38
03/20/23	53344290	141	1%CHLORIDE	3.50	GAL	3.50	12.25	AR04000403	1.16	13.41
03/20/23	53344290	FUELSUR	ENERGY TAXABLE	1.00	TON	12.50	12.50	AR04000403	1.19	13.69
03/20/23	53344290	010	ENVIRONMENTAL	1.00	EA	10.00	10.00	AR04000403	0.95	10.95
Total			**Cubic Yards of Readymix**	**3.50**			**549.25**		**52.18**	**601.43**
			Total Invoice:				**549.25**		**52.18**	**601.43**

Total Cubic Yards of Readymix for this Invoice **3.50**

Invoice Taxing Authority Summary:

ARI	**AR State Sales Tax**	**35.70**
ARI0400	**AR Benton County**	**5.50**
ARI0403	**AR Bentonville**	**10.99**

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Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: **601.43**

Amount Paid: _____

Customer Name:	Crossland Heavy Contractors Inc
Customer No:	255765
Invoice #:	2000160440
Date:	03/20/23
Customer PO:	HWY 102 & WATER TOWE
Due Date:	04/19/23

If you have any questions about your invoice please call Call (918) 582- 8111

Remit Payment To: **Standard Materials Group, Inc**
PO Box 11009
Fayetteville, AR 72703-1009

Please provide your email address below if you would like to start receiving your invoices via email

STANDARD MATERIALS GROUP
A CRH COMPANY

4608 S Garnett Rd Ste 600
Tulsa, OK 74146-5226

Customer No: 255765
Invoice No: 2000160668
Inv Date: 03/22/23
Page: Page 1 of 1
Customer PO: HWY 102 & WATER TOWE

Crossland Heavy Contractors Inc
PO Box 350
Columbus KS 66725-0350

chcinvoices@heavycontractors.com

4608 S Garnett Rd Ste 600
Tulsa, OK 74146-5226
Call (918) 582-8111

Delivered To: HWY 102 & WATER TOWER ROAD BENTONVILLE AR 1 COLLEG

Ordered By: JUSTIN

Date		Item	Description	Quantity	UM	Unit Price	MatlTotal	TaxCode	TaxTotal	Total
Ticket #: 53344337									**From: 05033 Readymix - Rogers**	
03/22/23	53344337	FUELSUR	ENERGY TAXABLE	1.00	TON	12.50	12.50	AR04000403	1.19	13.69
03/22/23	53344337	345PP501	4000 PSI AE	3.50	CY	147.00	514.50	AR04000403	48.88	563.38
03/22/23	53344337	010	ENVIRONMENTAL	1.00	EA	10.00	10.00	AR04000403	0.95	10.95
Total			**Cubic Yards of Readymix**	**3.50**			**537.00**		**51.02**	**588.02**
			Total Invoice:				**537.00**		**51.02**	**588.02**

Total Cubic Yards of Readymix for this Invoice **3.50**

Invoice Taxing Authority Summary:

ARI	**AR State Sales Tax**	**34.90**
ARI0400	**AR Benton County**	**5.38**
ARI0403	**AR Bentonville**	**10.74**

*Our terms are Net 30 Days. Questions: Please email us smcredit@standardmaterials.com. **Don't be a victim of cyber fraud!** Our banking details will NEVER change. If you receive any correspondence requesting a change to our banking details, please contact us immediately.*

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: **588.02**

Amount Paid: _____

Customer Name: Crossland Heavy Contractors Inc
Customer No: 255765
Invoice #: 2000160668
Date: 03/22/23

Customer PO: HWY 102 & WATER TOWE
Due Date: 04/21/23

If you have any questions about your invoice please call Call (918) 582- 8111

Remit Payment To: **Standard Materials Group, Inc**
PO Box 11009
Fayetteville, AR 72703-1009

Please provide your email address below if you would like to start receiving your invoices via email

STANDARD MATERIALS GROUP
A CRH COMPANY

4608 S Garnett Rd Ste 600
Tulsa, OK 74146-5226

Customer No: 255765
Invoice No: 2000160917
Inv Date: 03/25/23
Page: Page 1 of 1
Customer PO: HWY 102 & WATER TOWE

Crossland Heavy Contractors Inc
PO Box 350
Columbus KS 66725-0350

chcinvoices@heavycontractors.com

4608 S Garnett Rd Ste 600
Tulsa, OK 74146-5226
Call (918) 582-8111

Delivered To: HWY 102 & WATER TOWER ROAD BENTONVILLE AR # 1 COL

Ordered By: JUSTIN

Date		Item	Description	Quantity	UM	Unit Price	MatlTotal	TaxCode	TaxTotal	Total
Ticket #: 53449594									**From: 05034 Readymix - Centerton**	
03/25/23	53449594	345PP501	4000 PSI AE	5.00	CY	147.00	735.00	AR04000403	69.83	804.83
03/25/23	53449594	FUELSUR	ENERGY TAXABLE	1.00	TON	12.50	12.50	AR04000403	1.19	13.69
03/25/23	53449594	010	ENVIRONMENTAL	1.00	EA	10.00	10.00	AR04000403	0.95	10.95
Total			**Cubic Yards of Readymix**	**5.00**			**757.50**		**71.97**	**829.47**
			Total Invoice:				**757.50**		**71.97**	**829.47**

Total Cubic Yards of Readymix for this Invoice **5.00**

Invoice Taxing Authority Summary:

ARI	**AR State Sales Tax**	**49.24**
ARI0400	**AR Benton County**	**7.58**
ARI0403	**AR Bentonville**	**15.15**

*Our terms are Net 30 Days. Questions: Please email us smcredit@standardmaterials.com. **Don't be a victim of cyber fraud!** Our banking details will NEVER change. If you receive any correspondence requesting a change to our banking details, please contact us immediately.*

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: **829.47**

Amount Paid: _____

Customer Name: Crossland Heavy Contractors Inc
Customer No: 255765
Invoice #: 2000160917
Date: 03/25/23

Customer PO: HWY 102 & WATER TOWE
Due Date: 04/24/23

If you have any questions about your invoice please call Call (918) 582-8111

Remit Payment To: **Standard Materials Group, Inc**
PO Box 11009
Fayetteville, AR 72703-1009

Please provide your email address below if you would like to start receiving your invoices via email

STANDARD MATERIALS GROUP
A CRH COMPANY

4608 S Garnett Rd Ste 600
Tulsa, OK 74146-5226

Customer No:	255765
Invoice No:	2000161018
Inv Date:	03/27/23
Page:	Page 1 of 1
Customer PO:	HWY 102 & WATER TOWE

Crossland Heavy Contractors Inc
PO Box 350
Columbus KS 66725-0350

chcinvoices@heavycontractors.com

4608 S Garnett Rd Ste 600
Tulsa, OK 74146-5226
Call (918) 582-8111

Delivered To: HWY 102 & WATER TOWER ROAD BENTONVILLE AR

Ordered By: JUSTIN

Date		Item	Description	Quantity	UM	Unit Price	MatlTotal	TaxCode	TaxTotal	Total
Ticket #: 53344410									**From: 05033 Readymix - Rogers**	
03/27/23	53344410	141	1%CHLORIDE	4.00	GAL	3.50	14.00	AR04000403	1.33	15.33
03/27/23	53344410	345PP501	4000 PSI AE	4.00	CY	147.00	588.00	AR04000403	55.86	643.86
03/27/23	53344410	010	ENVIRONMENTAL	1.00	EA	10.00	10.00	AR04000403	0.95	10.95
03/27/23	53344410	FUELSUR	ENERGY TAXABLE	1.00	TON	12.50	12.50	AR04000403	1.19	13.69
Total			**Cubic Yards of Readymix**	**4.00**			**624.50**		**59.33**	**683.83**
			Total Invoice:				**624.50**		**59.33**	**683.83**

Total Cubic Yards of Readymix for this Invoice 4.00

Invoice Taxing Authority Summary:

ARI	**AR State Sales Tax**	**40.59**
ARI0400	**AR Benton County**	**6.25**
ARI0403	**AR Bentonville**	**12.49**

*Our terms are Net 30 Days. Questions: Please email us smcredit@standardmaterials.com. **Don't be a victim of cyber fraud!** Our banking details will NEVER change. If you receive any correspondence requesting a change to our banking details, please contact us immediately.*

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: **683.83**

Amount Paid: _____

Customer Name:	Crossland Heavy Contractors Inc
Customer No:	255765
Invoice #:	2000161018
Date:	03/27/23
Customer PO:	HWY 102 & WATER TOWE
Due Date:	04/26/23

If you have any questions about your invoice please call Call (918) 582-8111

Remit Payment To: **Standard Materials Group, Inc**
PO Box 11009
Fayetteville, AR 72703-1009

Please provide your email address below if you would like to start receiving your invoices via email

PLEASE REMIT PAYMENT TO:

Ozark Laser
2247 E. Kearney Street
Springfield, MO 65803

P 417-877-9245 | **F** 417-877-9753

www.ozarklaser.com

Account#	Order #	Brc	Sls	RENTAL RETURN INVOICE	Date	Invoice #	Page
11970	224398	220	CM		03-21-23	22006604	1

Sold To: 000
CROSSLAND HEAVY CONTRACTORS
PO BOX 350

COLUMBUS KS 66725

Ship To:
CROSSLAND HEAVY CONTRACTORS
NWACC

BENTONVILLE AR 72712
Ship Via OLS CHRIS MINTON

Entered By	Customer Purchase Order	Customer Contact	Ord Date
Chalin	23A03SL	JUSTIN WILLIAMS 479-616-845	03-07-23

		Equip ID	Customer Job #	Customer Phone #
			23A03SL	6204291410

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
		0	Id# OLS820154	*** This item not returned, Rent Continues.			
			Model-SP-820	Serial#-OLS820154			
			8 X 20 STREET PLATE				
			mtr in: 0 mtr out:	0mtr used:	0		0.00
		0	Id# OLS820151	*** This item not returned, Rent Continues.			
			Model-SP-820	Serial#-OLS820151			
			8 X 20 STREET PLATE				
			mtr in: 0 mtr out:	0mtr used:	0		0.00
		0	Id# OLS820157	*** This item not returned, Rent Continues.			
			Model-SP-820	Serial#-OLS820157			
			8 X 20 STREET PLATE				
			mtr in: 0 mtr out:	0mtr used:	0		0.00
		0	Id# OLS820158	*** This item not returned, Rent Continues.			
			Model-SP-820	Serial#-OLS820158			
			8 X 20 STREET PLATE				
			mtr in: 0 mtr out:	0mtr used:	0		0.00
		0	Id# OLS820153	*** This item not returned, Rent Continues.			
			Model-SP-820	Serial#-OLS820153			
			8 X 20 STREET PLATE				
			mtr in: 0 mtr out:	0mtr used:	0		0.00
		0	Id# OLS820159	*** This item not returned, Rent Continues.			
			Model-SP-820	Serial#-OLS820159			
			8X20 STREET PLATE				
			mtr in: 0 mtr out:	0mtr used:	0		0.00

Total Invoice Due By: Continued

MISSOURI
417-877-9245
2247 E. Kearney St.
Springfield, MO 65803

816-503-9036
13731 E. 42nd Terrace S.
Independence, MO 64055

ARKANSAS
479-927-2424
2330 S. 8th St.
Rogers, AR 72758

OKLAHOMA
405-888-5160
3504 S. Meridian
Oklahoma City, OK 73119

918-234-2345
12303 E. Skelly Dr.
Tulsa, OK 74128

All calibrations are guaranteed to be within product specifications when the unit leaves the service center. Neither the authorized service center nor its representatives assume any responsibility for damages or loss of calibration after it leaves the service center.

I have received and read carefully the terms and conditions on the front and back of this contract.

X

PLEASE REMIT PAYMENT TO:

Ozark Laser
2247 E. Kearney Street
Springfield, MO 65803

P 417-877-9245 | **F** 417-877-9753

www.ozarklaser.com

Account#	Order #	Brc	Sls	RENTAL RETURN INVOICE	Date	Invoice #	Page
11970	224398	220	CM		03-21-23	22006604	2

Sold To: 000
CROSSLAND HEAVY CONTRACTORS
PO BOX 350

COLUMBUS KS 66725

Ship To:
CROSSLAND HEAVY CONTRACTORS
NWACC

BENTONVILLE AR 72712
Ship Via OLS CHRIS MINTON

Entered By	Customer Purchase Order	Customer Contact	Ord Date
Chalin	23A03SL	JUSTIN WILLIAMS 479-616-845	03-07-23

		Equip ID	Customer Job #	Customer Phone #
			23A03SL	6204291410

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
	0		Id# OLS61276	*** This item not returned, Rent Continues.			
			Model-SP-612	Serial#-OLS61276			
			6 X 12 STREET PLATE				
			mtr in: 0	mtr out: 0 mtr used: 0	0		0.00
	1		Id# 23181-U	FROM: 03-07-23 THRU: 03-15-23		8	Days
			Model-PC-88.5	Serial#-23181-U			
			8.5 X 8 ROUND MANHOLE SHIELD				
			mtr in: 0	mtr out: 0 mtr used: 0	0		400.00
	1		Id# C180908	FROM: 03-07-23 THRU: 03-15-23		8	Days
			Model-CRMH8.5DX8TR	Serial#-C180908			
			8.5' X 8' ROUND MANHOLE W/ REMOVEABLE				
			mtr in: 0	mtr out: 0 mtr used: 0	0		400.00
	1		Id# C191130	FROM: 03-07-23 THRU: 03-15-23		8	Days
			Model-CRMH8.5DX8TR	Serial#-C191130			
			8.5' X 8' ROUND MANHOLE W/ REMOVEABLE				
			mtr in: 0	mtr out: 0 mtr used: 0	0		400.00
	4		Id# SPN-220	FROM: 03-07-23 THRU: 03-15-23		8	Days
			Model-SPN	Serial#-SPN			
			STACKING PIN FOR STEEL BOXES				
			mtr in: 0	mtr out: 0 mtr used: 0	0		0.00
	3		DELIVERY		150.00		450.00
	1		PICKUP		150.00		150.00

Total Invoice Due By: Continued

MISSOURI
417-877-9245
2247 E. Kearney St.
Springfield, MO 65803

816-503-9036
13731 E. 42nd Terrace S.
Independence, MO 64055

ARKANSAS
479-927-2424
2330 S. 8th St.
Rogers, AR 72758

OKLAHOMA
405-688-5160
3504 S. Meridian
Oklahoma City, OK 73119

918-234-2345
12303 E. Skelly Dr.
Tulsa, OK 74128

All calibrations are guaranteed to be within product specifications when the unit leaves the service center. Neither the authorized service center nor its representatives assume any responsibility for damages or loss of calibration after it leaves the service center.

I have received and read carefully the terms and conditions on the front and back of this contract.

X

PLEASE REMIT PAYMENT TO:

Ozark Laser
2247 E. Kearney Street
Springfield, MO 65803

P 417-877-9245 | **F** 417-877-9753

www.ozarklaser.com

Account#	Order #	Brc	Sls
11970	224398	220	CM

R E N T A L R E T U R N
I N V O I C E

Date	Invoice #	Page
03-21-23	22006604	3

Sold To: 000
CROSSLAND HEAVY CONTRACTORS
PO BOX 350

COLUMBUS KS 66725

Ship To:
CROSSLAND HEAVY CONTRACTORS
NWACC

BENTONVILLE AR 72712
Ship Via OLS CHRIS MINTON

Entered By	Customer Purchase Order	Customer Contact	Ord Date
Chalin	23A03SL	JUSTIN WILLIAMS 479-616-845	03-07-23

		Equip ID	Customer Job #	Customer Phone #
			23A03SL	6204291410

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
				Sub Total			1,800.00
			AR0403	BENTONVILLE			114.00

Total Invoice
Due By:
04/20/23

1,914.00

MISSOURI
417-877-9245
2247 E. Kearney St.
Springfield, MO 65803

816-503-9036
13731 E. 42nd Terrace S.
Independence, MO 64055

ARKANSAS
479-927-2424
2330 S. 8th St.
Rogers, AR 72758

OKLAHOMA
405-688-5160
3504 S. Meridian
Oklahoma City, OK 73119

918-234-2345
12303 E. Skelly Dr.
Tulsa, OK 74128

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X

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Ozark Laser
2247 E. Kearney Street
Springfield, MO 65803

P 417-877-9245 | **F** 417-877-9753

www.ozarklaser.com

Account#	Order #	Brc	Sls
11970	224398	220	CM

R E N T A L R E T U R N
I N V O I C E

Date	Invoice #	Page
03-31-23	22006660	1

Sold To: 000
CROSSLAND HEAVY CONTRACTORS
PO BOX 350

COLUMBUS KS 66725

Ship To:
CROSSLAND HEAVY CONTRACTORS
NWACC

BENTONVILLE AR 72712
Ship Via OLS CHRIS MINTON

Entered By	Customer Purchase Order	Customer Contact	Ord Date
Chalin	23A03SL	JUSTIN WILLIAMS 479-616-845	03-07-23

		Equip ID	Customer Job #	Customer Phone #
			23A03SL	6204291410

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
	1		Id# OLS820154 Model-SP-820 8 X 20 STREET PLATE mtr in: 0 mtr	FROM: 03-07-23 THRU: 03-31-23 25 Days Serial#-OLS820154 out: 0mtr used: 0	585.00		
	1		Id# OLS820151 Model-SP-820 8 X 20 STREET PLATE mtr in: 0 mtr	FROM: 03-07-23 THRU: 03-31-23 25 Days Serial#-OLS820151 out: 0mtr used: 0	585.00		
	1		Id# OLS820157 Model-SP-820 8 X 20 STREET PLATE mtr in: 0 mtr	FROM: 03-07-23 THRU: 03-31-23 25 Days Serial#-OLS820157 out: 0mtr used: 0	585.00		
	1		Id# OLS820158 Model-SP-820 8 X 20 STREET PLATE mtr in: 0 mtr	FROM: 03-07-23 THRU: 03-31-23 25 Days Serial#-OLS820158 out: 0mtr used: 0	585.00		
	1		Id# OLS820153 Model-SP-820 8 X 20 STREET PLATE mtr in: 0 mtr	FROM: 03-07-23 THRU: 03-31-23 25 Days Serial#-OLS820153 out: 0mtr used: 0	585.00		
	1		Id# OLS820159 Model-SP-820 8X20 STREET PLATE mtr in: 0 mtr	FROM: 03-07-23 THRU: 03-31-23 25 Days Serial#-OLS820159 out: 0mtr used: 0	585.00		

Total Invoice Due By: Continued

MISSOURI
417-877-9245
2247 E. Kearney St.
Springfield, MO 65803

816-503-9036
13731 E. 42nd Terrace S.
Independence, MO 64055

ARKANSAS
479-927-2424
2330 S. 8th St.
Rogers, AR 72758

OKLAHOMA
405-688-5160
3504 S. Meridian
Oklahoma City, OK 73119

918-234-2345
12303 E. Skelly Dr.
Tulsa, OK 74128

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I have received and read carefully the terms and conditions on the front and back of this contract.

X

OZARK LASER
SALES | RENTAL | SERVICE

PLEASE REMIT PAYMENT TO:

Ozark Laser
2247 E. Kearney Street
Springfield, MO 65803

P 417-877-9245 | **F** 417-877-9753

www.ozarklaser.com

Account#	Order #	Brc	Sls	RENTAL RETURN INVOICE	Date	Invoice #	Page
11970	224398	220	CM		03-31-23	22006660	2

Sold To: 000
CROSSLAND HEAVY CONTRACTORS
PO BOX 350

COLUMBUS KS 66725

Ship To:
CROSSLAND HEAVY CONTRACTORS
NWACC

BENTONVILLE AR 72712
Ship Via OLS CHRIS MINTON

Entered By	Customer Purchase Order	Customer Contact	Ord Date
Chalin	23A03SL	JUSTIN WILLIAMS 479-616-845	03-07-23

		Equip ID	Customer Job #	Customer Phone #
			23A03SL	6204291410

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
	1		Id# OLS61276 Model-SP-612 6 X 12 STREET PLATE	FROM: 03-07-23 THRU: 03-31-23 25 Days Serial#-OLS61276			
			mtr in: 0 mtr out:	0mtr used: 0			225.00
	2		PICKUP		150.00		300.00
				Sub Total			4,035.00
			AR0403	BENTONVILLE			354.83

Total Invoice Due By: 04/30/23 — 4,389.83

All calibrations are guaranteed to be within product specifications when the unit leaves the service center. Neither the authorized service center nor its representatives assume any responsibility for damages or loss of calibration after it leaves the service center.

I have received and read carefully the terms and conditions on the front and back of this contract.

X

Juan Z Utilities

2030 N Mountain Grove Rd
Alma Arkansas
479-926-3471

No. 252

INVOICE

SOLD TO: Crossland Heavy Contractors	SHIPPED TO:
ADDRESS: 501 S. East Avenue	ADDRESS:
CITY, STATE, ZIP: Columbus, Kansas 66725	CITY, STATE, ZIP:

ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
	Juan Z Utilities			4-5-23

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Bentoville		
1	26 Ft - Deep Sanitary Sewer Manhole	$ 10,000	
	[redacted]		

Hwy 102 & Water Tower Budget vs Actual Comparison

Item Number	Bid Item	Qty	UOM	Budget Price	Actual Price
1	Mobilization	1	LS	$0.00	$3,512.00
2	Labor & Equipment	20	DAYS	$96,134.00	$87,785.53
3	Manhole Sub	1	EA	$20,000.00	$10,000.00
4	Manhole Concrete (CHC supply)	12	CY	$2,400.00	$3,551.38
5	Trench Boxes & Street Plates	1	MO	$7,335.00	$6,303.83
6	Small Tools & Supplies	1	LS	$3,000.00	$2,027.84
7	Dump Truck	100	HR	$9,000.00	$697.50
8	Vac Truck	80	HR	$20,000.00	$12,487.50
9	Pipe Materials	1	LS	$0.00	$1,880.83
10	Overhead & Profit	1	LS	$15,786.90	$12,824.64
Total				$173,655.90	$141,071.05

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING, FOR THE EMERGENCY REPLACEMENT OF SANITARY SEWER MANHOLE 405-1901 BY CROSSLAND HEAVY CONTRACTORS, INC., IN THE AMOUNT OF ONE HUNDRED FORTY-ONE THOUSAND SEVENTY-ONE DOLLARS AND FIVE CENTS ($141,071.05); AMENDING THE 2023 BUDGET TO FUND THIS COST; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, an emergency replacement of a City of Bentonville manhole was required to preserve the public health and welfare;

WHEREAS, Crossland Heavy Contractors, Inc. completed the emergency repair and replacement of manhole 405-1901, and due to the critical timing and health and welfare concerns, competitive bidding was not feasible; and

WHEREAS, a budget adjustment in the amount of one hundred forty-one thousand seventy-one dollars and five cents ($141,071.05) to Account #503040-47342 Sewer Line/Manhole Rehab is necessary to fund this expense.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Crossland Heavy Contractors, Inc. for the emergency repair of sanitary sewer manhole 405-1901 in the amount of one hundred forty-one thousand seventy-one dollars and five cents ($141,071.05);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding;

Section 3: The 2023 Budget should be and the same is hereby amended to appropriate one hundred forty-one thousand seventy-one dollars and five cents ($141,071.05) to Account #503040-47342 Sewer Line/Manhole Rehab in order to fund this expense;

Section 4 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/9/2023**
Department	**Sewer Rehab**
Submitted by	**Mike Bender**
Phone	**(479) 271-3140**

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 requirement of competitive bidding and declaring an emergency for Rain for Rent to install, operate and monitor two sanitary sewer bypass installations to accommodate emergency replacement of sanitary sewer Manhole 405-1901 located northwest of the intersection of North Water Tower Road and SE 14th Street in the amount of $156,346.61, and approval of a Budget Adjustment to cover the full cost. Due to immediate emergency nature, it was neither practical nor feasible to competitively bid. A Budget Adjustment is needed.

Estimated Cost	**$156,346.61**
Is this Item Budgeted?	☐ Yes ☑ No

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

Fund balance will be used to cover costs.

Budget Adjustment Request

Date of City Council Meeting	**5/9/2023**
Department	**Sewer Rehab**
Submitted by	**Mike Bender**
Phone	**(479) 271-3140**

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

Emergency repair of sanitary sewer Manhole 405-1901 located northwest of the intersection of North Water Tower Road and SE 14th Street. Rain for Rent established and maintained two bypass installations to accommodate replacement of failed manhole and associated main rework.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503040	**47342**	**Sewer Line/Manhole Rehab**		**$ 156,346.61**
		Totals	**$ -**	**$ 156,346.61**
		Net Impact on Fund Balance	**$ (156,346.61)**	

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

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: May 3, 2023

Re: Emergency Replacement of Manhole 405-1901

This memo covers multiple agenda items listed below.

Ordinance waiving the requirement of competitive bidding and declaring an emergency for Crossland Heavy Contractors, Inc. to assist in emergency replacement of sanitary sewer Manhole 405-1901 located northwest of the intersection of North Water Tower Road and SE 14th Street in the amount of $141,071.05, and approval of a Budget Adjustment to cover the full cost. Due to immediate emergency nature, it was neither practical nor feasible to competitively bid. In addition, due to the extreme depth and critical location, the requirements of the repair exceeded the capabilities of the City.

Ordinance waiving the requirement of competitive bidding and declaring an emergency for Rain for Rent to install, operate and monitor two sanitary sewer bypass installations to accommodate emergency replacement of sanitary sewer Manhole 405-1901 located northwest of the intersection of North Water Tower Road and SE 14th Street in the amount of $156,346.61, and approval of a Budget Adjustment to cover the full cost. Due to immediate emergency nature, it was neither practical nor feasible to competitively bid. In addition, due to the extreme depth and critical location, the requirements of the repair exceeded the capabilities of the City.

On the evening of Friday, March 3, Sewer Rehab responded to reports of an overflow at a manhole in Meadowbrook Subdivision located east of Water Tower Road. After field investigation, crews discovered that a blockage in the line downstream of Manhole 405-1901 was the cause of the overflow. Crews were unable to clear the blockage and set up a bypass pump

installation at the referenced manhole including overnight monitoring to maintain sewer flow within the system through the night until crews could perform a more thorough inspection during daylight on Saturday. Upon inspection Saturday, crews found that the north wall of the referenced manhole had collapsed sending debris into the line. In addition, there was a large void hidden underground on the north side of the manhole along with a failed storm sewer pipe that drains the detention pond for the Northwest Arkansas Community College. Staff reached out to several contractors with Crossland Heavy Contractors, Inc. responding with representatives on site Saturday morning. Rain for Rent also responded Saturday morning to inspect the conditions and mobilized on Sunday with two full bypass installations, including crossing Water Tower Road and drive to NWACC, operational by late afternoon Sunday. Crossland Heavy mobilized with equipment and labor early Monday morning. The depth of the manhole at 27 feet along with numerous large utility facilities including overhead electric added to the complexity of the repair. The manhole was completed and put back in service and bypass operations removed late Thursday, March 30th. City crews completed final backfill and site restoration.

With the initial mobilization, the City signed an emergency contract with Crossland Heavy for labor and materials plus 10%. We also signed an emergency contract with Rain for Rent to mobilize; however, the obligations and time frame of the project changed; thus, we replaced the original with the contract included in this agenda which reflects the actual work performed.

These items have not been reviewed by the Utility Board as the final costs were not received until after the submittal deadline for the May 2 meeting and the May 2 Utility Board meeting being cancelled due to no agenda items received by said deadline; however, staff informed the Utility Board of the situation at its March 7th meeting and followed up with a presentation to the Utility Board at their March 21 meeting illustrating the situation. Since the work has been completed and the Utility Board has been made aware of the situation, I did not feel that the budget adjustments associated with the project needed to be delayed any longer than necessary. Staff will present the final costs of the event to the Utility Board for their information.

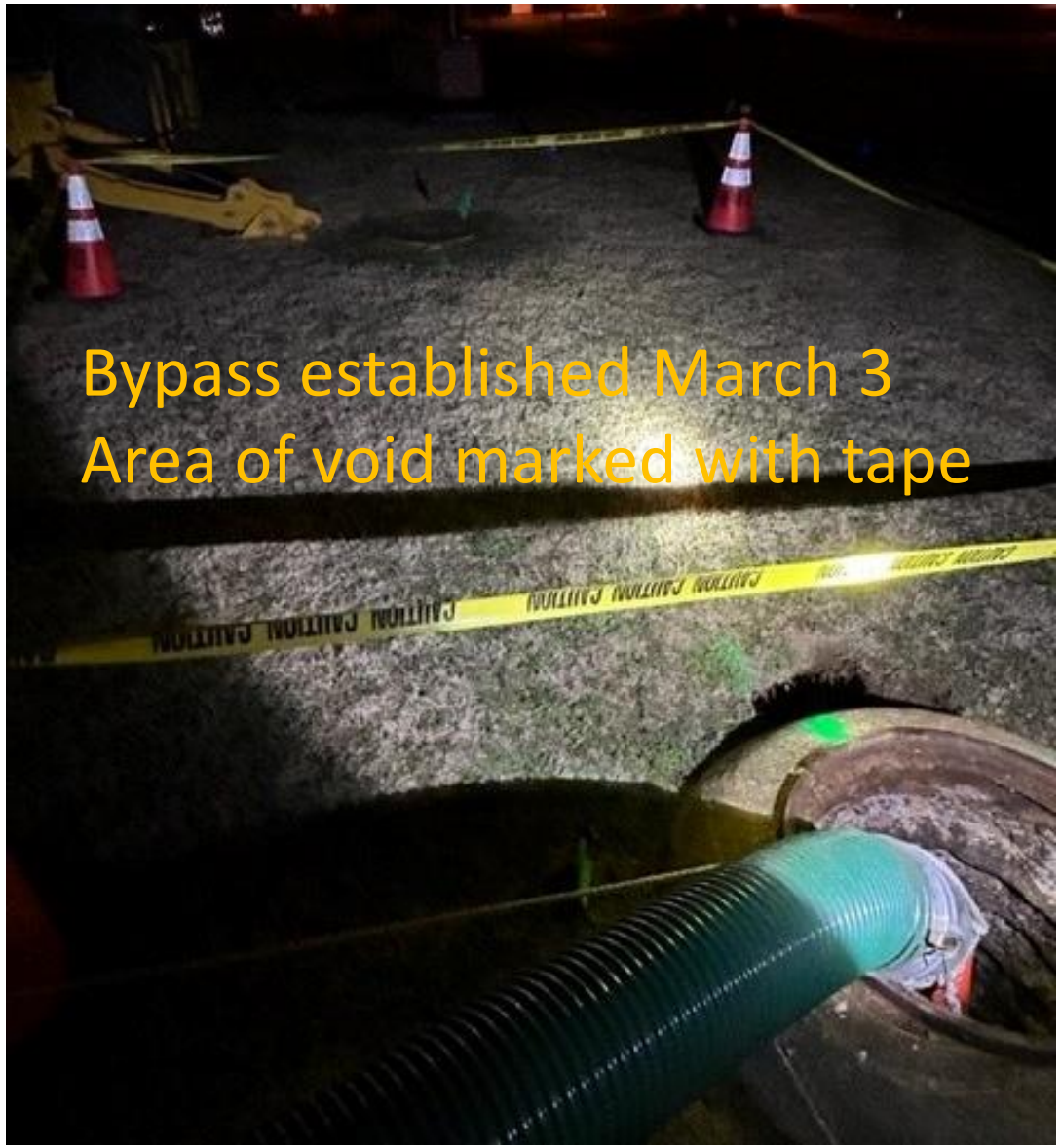
Total cost for the repair, including estimated taxes, is $297,417.66. City crews performed a lot of work associated with this repair to keep the cost as low as possible.

Attached are a few photos from the failure and repair.

Thank you for your consideration of this request.

Water Tower Road Manhole Repair
Water Tower Road
HWY 102/ SE 14th Street
NWACC Detention Pond

Void on north
side of Manhole


Bypass established March 3
Area of void marked with tape

Bypass crossing Water Tower Road

Void on north side of manhole with failed storm sewer

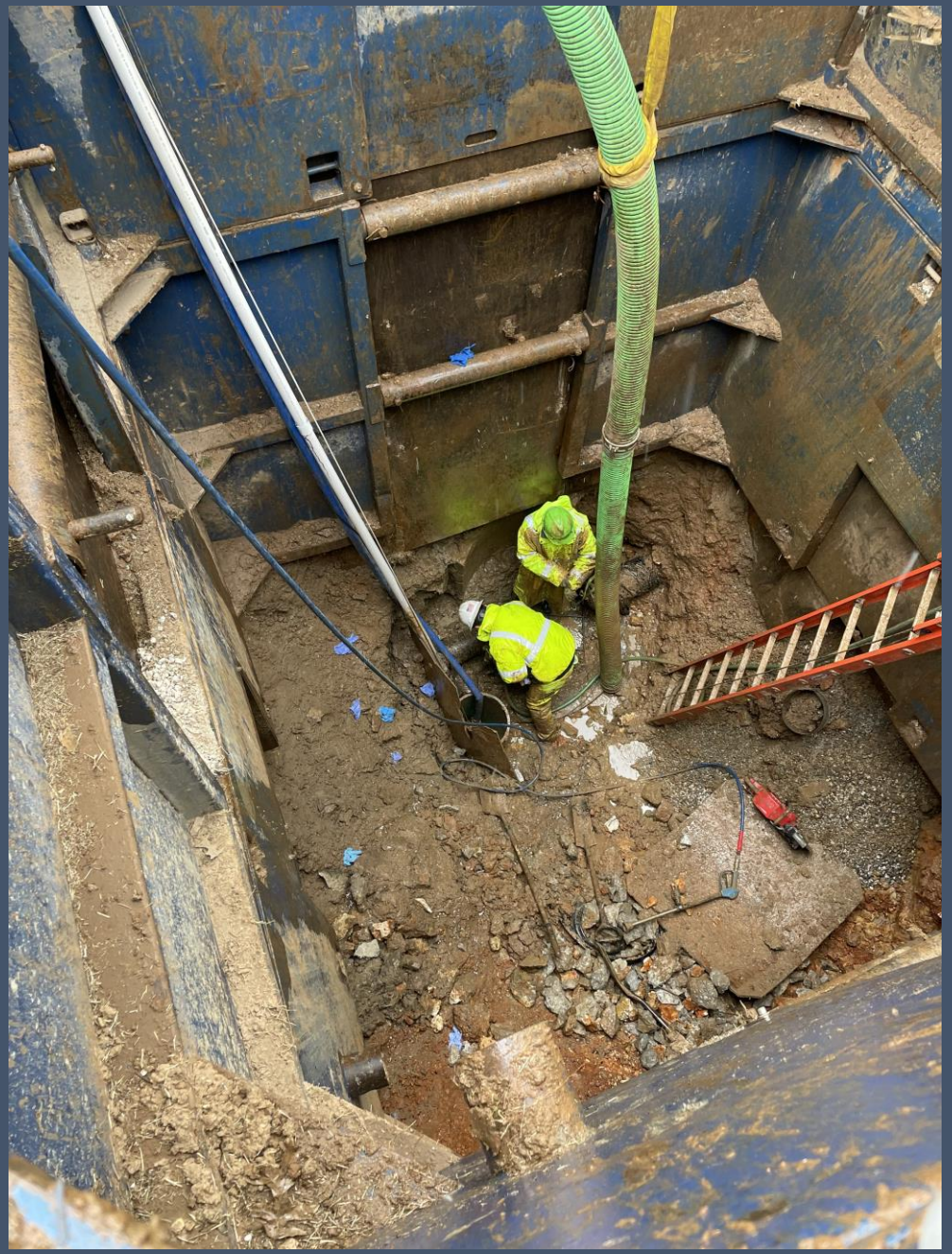
Storm Sewer (in previous slide)
Sanitary Sewer

CAT

CAT

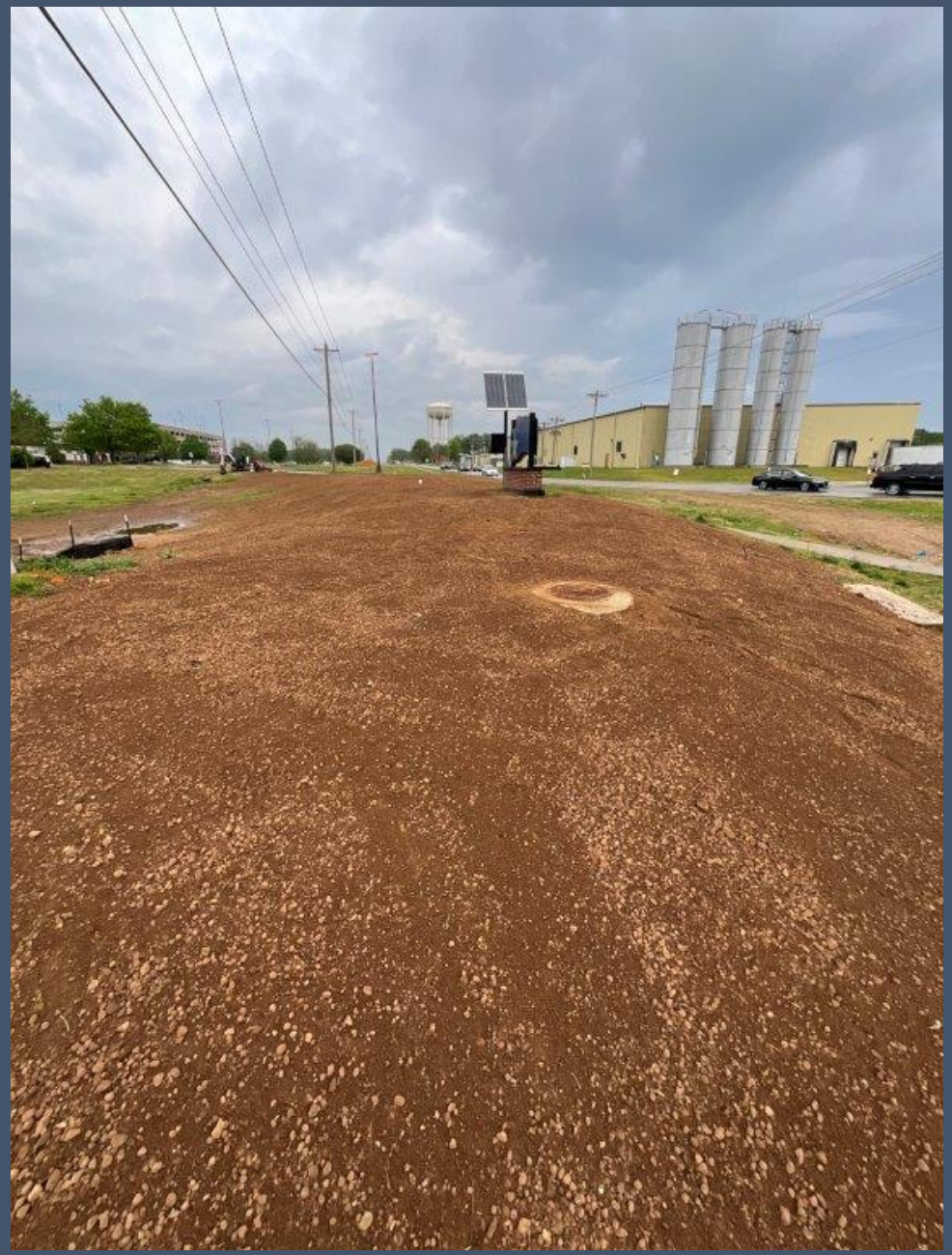
PENSKE

CAT



Conditions were harsh and weather was not cooperative

United Rentals
TRENCH SAFETY



View from southern end of repair site looking north

View looking southerly from northern end of repair site

Rain For Rent
3210 Vail Ave
Conway, AR, 72032
501-328-5757
rainforrent.com
EESPARZA@rainforrent.com

CITY OF BENTONVILLE
Account: 128551
1000 SW 14th
Bentonville, AR, 72712
Mike Bender
479-271-3112
mbender@bentonvillear.com

Dear Mike Bender,

Thank you for your inquiry. As requested, please find attached our proposal 1044-IND-2069381 for Water Tower Rd. Emergency Bypasses. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Efrain Esparza at 501-328-5757.

Thank you, and I look forward to working with you.

Regards,

Efrain Esparza
EESPARZA@rainforrent.com
Mobile: 951-236-5612
Branch: 501-328-5757
3210 Vail Ave
Conway, AR, 72032

Project Name	Water Tower Rd. Emergency Bypasses	Jobsite	Water Tower Rd. Emergency Bypasses
Date Prepared	4/26/2023	Est. Delivery Date	3/5/2023
Prevailing Wage	No	Est. Completion Date	3/31/2023

Project Location

1 College Dr
Bentonville, AR, 72712

Project Description and Overview

PROJECT DESCRIPTION

Customer requested two emergency 6" bypass systems in Bentonville, AR while work is being performed to rehab a collapsed pipe and manhole.
Quote is based on a cycle rental rate.

Cycle rental rate: $22,569.23

PROJECT OVERVIEW

Customer requested two emergency 6" bypass systems in Bentonville, AR while work is being performed to rehab a collapsed pipe and manhole.
Quote is based on a cycle rental rate.

This agreement is not an estimate and is created based off actual equipment, services and labor that were required to perform sewer bypass operations. This quote (#2069381) replaces and voids any quotes, estimates and agreements previously discussed, including quote #2062597- which was an estimate done day of the emergency.

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Background:
Customer requested two emergency 6" bypass systems in Bentonville, AR while work is being performed to rehab a collapsed pipe and manhole.
Quote is based on a cycle rental rate.

Scope:
Rain for Rent will provide labor and equipment necessary to deliver, install, remove, and demobilize the (2) sewer bypass products outlined in the quote. The bypasses will be standard manhole to manhole systems approx. 500'-600' away.

Each bypass system consists of (1) primary DV150i and (1) backup DV150i to handle approx. a maximum of 1,200 gpm. Each pump will have dedicated 6" suction line and be tee'd into a dedicated 6"/8" discharge hose. System will be ran by RFR pump operators for the duration of the project.

References Materials:
Documents used as input for this proposal includes job walk and BOM per The City Of Bentonville.

Operating Parameters:
BYPASS #1:
System is designed to operate at a minimum flow rate of 30 gpm and a max of 1,200 gpm.
System must be surcharged to allow a minimum suction hose submergence of 2.5' in order to function properly.
Recommended suction intake pipe submergence of 3. feet plus a safety factor of 1 foot.
Suction Locations: MH
Discharge Locations: MH
Suction Lift: +/- 4ft
Pipe Distance: approx 500' of 8" common discharge hose.
This system has redundant pumping capacity of 100% and piping of 0%.

Proposal Number 1044-IND-2069381 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Bypass #2:
System is designed to operate at a minimum flow rate of 30 gpm and a max of 1,200 gpm.
System must be surcharged to allow a minimum suction hose submergence of 2.5' in order to function properly.
Recommended suction intake pipe submergence of 3. feet plus a safety factor of 1 foot.
Suction Locations: MH
Discharge Locations: MH
Suction Lift: +/- 15ft
Pipe Distance: approx 600' of 6" common discharge hose.
This system has redundant pumping capacity of 100% and piping of 0%.

Duration: For the quoted items, Rain for Rent requires a signed quote not less than 7 days prior to delivery.
Planned Schedule Durations:
Mobilization: 1 day
Installation: 1 day
Operation: By RFR Pump Operators
Removal: 1 day
Demobilization: 1 day

"Estimated Services"
Includes two pump operators (one at each pump station) for 24 hours/day as well as meal per diems and hotel rooms for the duration of the project.

Rain for Rent Responsibilities:
- Labor and equipment necessary to perform one (1) unimpeded delivery & return trip per load to site.
- Labor and equipment necessary to install & remove system except for customer provided items.
- Equipment and services expressly included in this scope.

Customer Responsibilities:
- Customer is responsible for assisting RFR with getting hose segments through, across or under any storm drains, culverts or road ways.
- Provide adequate equipment, water source and flush location for performing equipment flush at the end of the project.
- Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either directly or indirectly.
- Provide all needed unloading, testing, operations and maintenance, cleaning and reloading of provided equipment.
- Promptly notify Rain for Rent of any service or performance related needs.
- Dedicated equipment with operator and fuel to perform unloading activities. Equipment must be capable of lifting 10,000 lbs.
- Perform system hydrotest and flushing operations. Flushing and cleaning of equipment must be performed to Rain for Rent standards prior to return.
- Customer is responsible for verifying flows prior to equipment setup
- Customer is responsible for sewer bypass and spill prevention plan
- Customer is responsible for any leaks or spills
- Customer is responsible for any monitoring, permitting, and reporting as needed
- Customer is responsible for all sewer plugs installation and removal
- Customer is responsible for protecting Rain for Rent equipment from vehicles, vandalism and misuse while on the job site.
- Customer must provide list of contacts and call order for call alarm agent. Including contact name, cell number, and email address.
- Customer responsible for all trenching, plating and backfill.
- Customer responsible for all thrust-blocking and delineation.
- Customer is responsible for all communication between RFR and the district.
- Customer is responsible for all needed submittals and permits.
-Pump/motor is required to have a PM service every 400 hours. Customer can provide service with back up documentation returned back to RFR, Jake Frith. if not, RFR can provide PM service and it will be billed at a T&M rate. Rain for Rent must be notified 2 business days in advance to schedule required field service.
- Provide fueling, filter changes, and lubricating oils as needed for project operation.
- Protect system from damage and malfunction due to temperature or any substance that will cause corrosion, damage or leakage. Customer must provide protection that does not impede system function. Customer is responsible for all damages to system.
- Supply all needed water for any applicable system testing, startup, and cleaning. Protect the discharge line by all means necessary for the given discharge route, this may include but is not limited to K-Rails, barriers, anchoring, restraints, or secondary containment. Customer is responsible for all costs and/or fines due to damage that causes leaks or spills along unprotected discharge lines.
- All labor & materials to perform system chlorination and deodorizing.
- All waste materials on associated with this system.
- Provide any needed vehicular or pedestrian traffic control, site security, sewer plugs, and the modification or alteration of any permanent structure or site element, including any needed suction pits, pump pads, and discharge locations.

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- Identify at-risk laterals and provide notifications to affected property owners of work recommending plugs be used in low lying rooms (basements).

Rain for Rent Exclusions:
- All work associated with sewer plug installation, monitoring, and removal.
- All labor, equipment and identification of areas for sump pumping, lateral line flows, system infiltrations and similar are excluded.
- Sound attenuation.
- Odor control.
- All design input and services.

This system is provided as per customer provided information. RFR will not be liable for any leaks or spills of any sort for this project
- Compliance with unknown discharge requirements.

Time and Material Rates – Portal to Portal:
· Additional services, labor, hauling, rental equipment, material will be provided upon receipt of a signed change order, email authorizing added work, or signed field change directive.

Please note:
· Estimate may have been generated site unseen. If so, the suitability of the equipment for the intended service is the responsibility of the customer.
· Rain for Rent safety policy requires that our employees adhere to hours of service limitations.
· Equipment rental starts upon delivery and terminates at the return of clean equipment. Equipment not suitable for rent to another customer will remain on rent or be repaired at customer's expense.
-Standby time / dry run charge at T and M rate will apply if the job site is not accessible at the agreed time.

Additional Information
Always use equipment in a safe and proper manner and in accordance with manufacturers and regulatory standards and industry best practices. Improper usage will cause system failure, product damages, possible injuries, and spills.

If needed - Customer to sign a "transfer of ownership" form upon completion of installation, assuming responsibility for operation of the system, including deragging pumps. System should be monitored at all times by a qualified crew.

Customer to provide adequate and compliant facilities for RFR employee use.

All prices do not include, and are subject to applicable taxes.

All quoted labor will be invoiced accordingly at the applicable rates.

Liquid Ingenuity®

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Rain For Rent
Sales Rep: Efrain Esparza

CITY OF BENTONVILLE
Account: 128551
Proposal: 1044-IND-2069381

Liquid Ingenuity®

PROJECT COSTS	
Estimated Rental Total	$22,569.23
Estimated Environmental Recovery Fees	$733.50
Total Estimated Recurring Charges	$23,302.73
SERVICES	
Estimated Delivery	$6,282.25
Estimated Installation	$1,786.00
Estimated Removal	$1,128.00
Estimated Pickup	$4,224.00
Estimated Services	$112,845.57
GRAND TOTAL	$149,568.55

-Estimated costs do not include taxes
-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name | Customer Signature | Date

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

RPP	$3,385.41	**Accept**	**Decline**

INITIAL	

Created Date: 4/20/2023

Proposal Number 1044-IND-2069381 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on https://www.eia.gov/petroleum/gasdiesel An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at a frequency of 400 hours of runtime. This is a billable event; pricing of labor and parts are subject to current market conditions. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancelation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.1.Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of $500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is $150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.2.Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.3.Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2.Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.4.Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

Proposal Number 1044-IND-2069381 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Liquid Ingenuity®

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE OPERATION AND MONITORING OF TWO SANITARY SEWER BYPASS INSTALLATIONS BY RAIN FOR RENT IN ORDER TO ACCOMMODATE EMERGENCY REPLACEMENT OF SANITARY SEWER MANHOLE 405-1901, IN THE AMOUNT OF ONE HUNDRED FIFTY-SIX THOUSAND THREE HUNDRED FORTY-SIX DOLLARS AND SIXTY-ONE CENTS ($156,346.61); AMENDING THE 2023 BUDGET TO FUND THIS COST; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, an emergency replacement of a City of Bentonville manhole was required to preserve the public health and welfare;

WHEREAS, Rain for Rent provided critical and immediate bypass pumping to allow for replacement of the manhole on an emergency basis, and due to the critical timing and health and welfare concerns, competitive bidding was not feasible; and

WHEREAS, a budget adjustment in the amount of one hundred fifty-six thousand three hundred forty-six dollars and sixty-one cents ($156,346.61) to Account #503040-47342 - Sewer Line/Manhole Rehab is necessary to fund this expense.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Rain for Rent for the operation and monitoring of two sanitary sewer bypass installations in order to accommodate emergency replacement of sanitary sewer manhole 405-1901 in the amount of one hundred fifty-six thousand three hundred forty-six dollars and sixty-one cents ($156,346.61);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding;

Section 3: The 2023 Budget should be and the same is hereby amended to appropriate one hundred fifty-six thousand three hundred forty-six dollars and sixty-one cents ($156,346.61) from Utility Fund Balance to Account #503040-47342 – Sewer Line/Manhole Rehab in order to fund this expense;

Section 4 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/9/2023**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

Item Type: (*Check Applicable Item Type*)

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

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

Resolution approving a budget adjustment in the amount of $12,149.00 for Bentonville Public Library to accept and expend certain funds, including impact fees, donations, and a grant. A budget adjustment is needed to recognize funds.

Estimated Cost	**$12,149.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Budget adjustment to accept and spend funds totaling $12,149, including impact fees, to purchase books and support library programs.

Budget Adjustment Request

Date of City Council Meeting	**5/9/2023**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

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

To accept and spend impact fees, donations and grant funds to purchase books and support library programs.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105050	**37010**	**Misc Donation**	**$ 2,385.00**	
105050	**39192**	**Transfer In - Impact/Capacity**	**$ 9,764.00**	
105050	**42090**	**Other Operating Supplies**		**$ 12,009.00**
105050	**43510**	**Prof. Services: Promotional Activites**		**$ 140.00**
		Totals	**$ 12,149.00**	**$ 12,149.00**
		Net Impact on Fund Balance	**$ -**	

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

Bentonville Public Library

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman

FROM: Hadi Dudley, Library Director

CC: Patrick Johndrow, Finance Director; Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney

SUBJECT: A resolution approving a budget adjustment for the Library

DATE: April 24, 2023

Bentonville Public Library (BPL) seeks City Council approval of a budget adjustment in the amount of **$12,149.00** to accept and expend certain funds.

Impact fees, donations and grant funds supplement the Library's book and program budgets.

Funding Breakdown

$140 from the Arkansas Arts Council – a grant award that supports qualifying Library programs.

$400 from individual donors – funds designated to purchase books supporting BPL's multilingual storytime and participation in the Bentonville Together Festival, and books about local history.

$1,845 from the Bentonville Library Foundation – funds contributed as tributes for specific library collections to purchase children's titles and large print books, as designated by Foundation donors.

$9,764 from Impact Fees Revenue – funds that were collected for the library and are available to transfer in FY2023 to purchase books for its circulating collection.

Please contact me with your questions at 479-271-3194 or hdudley@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2023 BUDGET TO RECOGNIZE BENTONVILLE PUBLIC LIBRARY DONATIONS AND GRANTS IN THE AMOUNT OF TWO THOUSAND THREE HUNDRED EIGHTY-FIVE DOLLARS ($2,385.00), AND LIBRARY IMPACT FEES IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED SIXTY-FOUR DOLLARS ($9,764.00); APPROPRIATING THE SAME TO VARIOUS EXPENSE ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville public library received two thousand three hundred eighty-five dollars ($2,385.00) from individual donor donations, the Bentonville Library Foundation, and a grant from the Arkansas Arts Council;

WHEREAS, in addition to the above amount, nine thousand seven hundred sixty-four dollars ($9,764.00) in Library Impact Fees should be recognized to fund the Library's book and program budgets; and

WHEREAS, the funds will be adjusted into various expense accounts.

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

Section 1: The 2023 Budget is adjusted to recognize two thousand three hundred eighty-five dollars ($2,385.00) of grant funds and donations, into Account #105050-37010 – Miscellaneous Donations;

Section 2: The 2023 Budget is further adjusted to recognize nine thousand seven hundred sixty-four dollars ($9,764.00) of Library Impact Fees into Account #105050-39192 – Transfer in – Impact/Capacity;

Section 3: From the above funding sources, twelve thousand nine dollars ($12,009.00) is appropriated into Account #105050-42090 – Other Operating Supplies, and one hundred forty dollars ($140.00) is appropriated into Account #105050-43510 – Professional Services: Promotional Activities;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, MAYOR

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5/9/2023**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

Item Type: (*Check Applicable Item Type*)

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

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

Resolution approving a budget adjustment to accept funds from the Bentonville Library Foundation and recognizing other City of Bentonville monies to pay for BPL's construction agreement with Flintco. A budget adjustment is needed to recognize funds.

Estimated Cost	**$12,960,921.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This is a planned project; funding provided by the Bentonville Library Foundation, City of Bentonville 2023 budget and General Fund Reserves, as well as the City Bond extension.

Budget Adjustment Request

Date of City Council Meeting	5/9/2023
Department	Library
Submitted by	Hadi Dudley
Phone	479-271-3194

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

To accept and spend certain monies to fund BPL's expansion project.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105050	37010	Misc Donation	$ 9,692,169.00	
105050	44430	Facilities and Grounds		$ (36,500.00)
105050	47210	Plant and Building		$ 12,960,921.00
		Totals	$ 9,692,169.00	$ 12,924,421.00
		Net Impact on Fund Balance	$	(3,232,252.00)

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

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
CC: Patrick Johndrow, Finance Director; Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney
SUBJECT: A resolution approving a budget adjustment to pay for BPL's expansion
DATE: April 26, 2023

Bentonville Public Library (BPL) seeks City Council approval of a resolution for a budget adjustment to fund Flintco's construction contract for $12,960,921 and accepting a payment of $9,692,169 from the Library Foundation for BPL's expansion.

Budget Adjustment Breakdown:

- This budget adjustment recognizes BLF's support made possible with successful fundraising efforts, with a payment of $9,692,169.
- BPL's FY2023 budget for parking lot modifications and HVAC services, for a total of $36,500.00 will help pay for portions of construction, such as parking additions and a complete replacement of the Library's existing HVAC system.
- It will be supplemented by funds from the City of Bentonville's General Fund Reserves that have been earmarked for BPL's expansion, and a future Bond drawdown planned for later this year.
- Fundraising activities, donor pledge fulfillments and grant opportunities continue to help close the funding gap.

Project Information:

The expansion project cost is estimated at $16,750,000 and is funded through a public/private partnership. A City bond extension of $4,500,000 joins fundraising efforts through the Library Foundation with a goal of $10,500,000. BLF has raised more than $10.4MM in private funds to-date.

Next Steps:

The Library's furniture, fixtures & equipment (FF&E) plan, signage package and specialty equipment needs will be determined in the forthcoming months. That phase of the project, and associated funding, will be presented to City Council for approval at a later time.

Contact: If you have any questions, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2023 BUDGET TO RECOGNIZE A DONATION FROM THE BENTONVILLE LIBRARY FOUNDATION, IN THE AMOUNT OF NINE MILLION SIX HUNDRED NINETY-TWO THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS ($9,692,169.00); APPROPRIATING TWELVE MILLION NINE HUNDRED SIXTY THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS ($12,960,921.00) TO FUND THE LIBRARY EXPANSION CONSTRUCTION CONTRACT; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Library Foundation has generously fundraised in support of the Bentonville Public Library expansion project;

WHEREAS, in addition to the Foundation's gracious donation, the Library budgeted thirty-six thousand five hundred dollars ($36,500.00) to pay for portions of construction; and

WHEREAS, the remainder of the funding will be paid from general fund reserves and bond monies.

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

Section 1: The 2023 Budget is adjusted to recognize nine million six hundred ninety-two thousand one hundred sixty-nine dollars ($9,692,169.00) of donations, into Account #105050-37010 – Miscellaneous Donations and appropriating the same to Account #105050-47210 – Plant and Building;

Section 2: The 2023 Budget is further adjusted to appropriate three million two hundred thirty-two thousand two hundred fifty-two dollars ($3,232,252.00) from General Fund Reserve to Account #105050-47210 – Plant and Building;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, MAYOR

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5/9/2023**
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 May 23, 2023 for a Drainage Easement Vacation requested for Lot 18 of Rainbow Junction-Bentonville Subdivision (VAC23-0008).

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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

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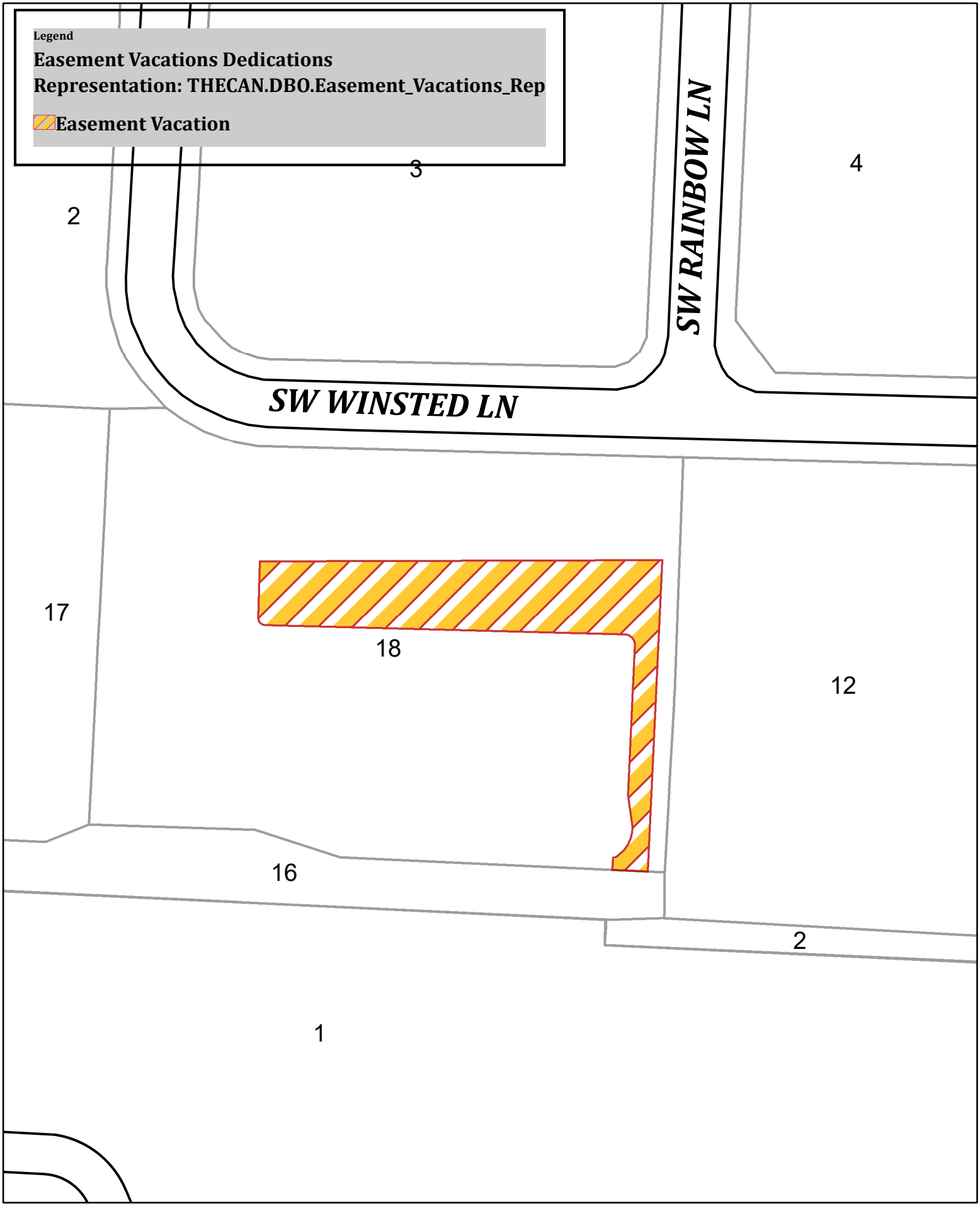
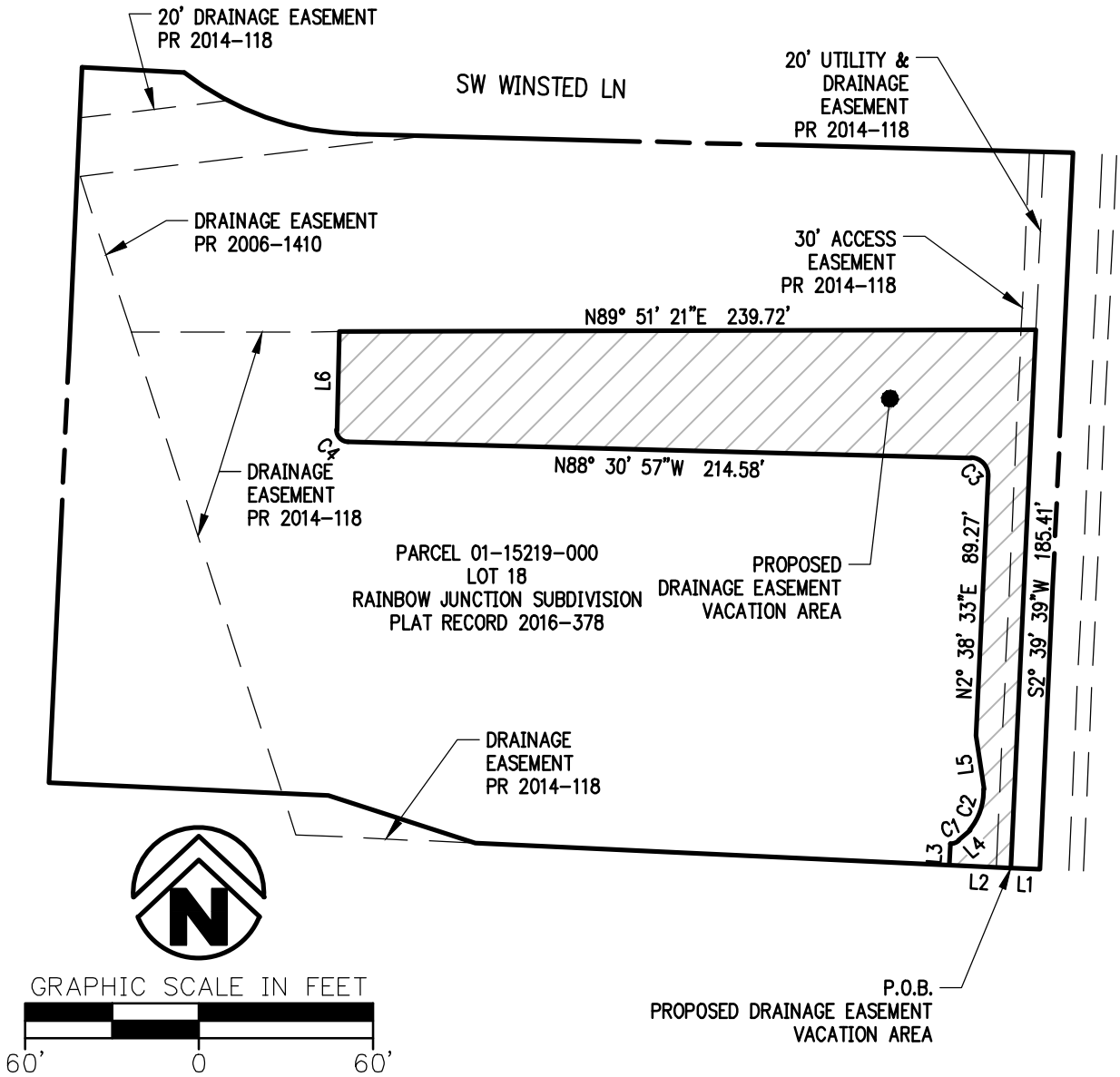
PLEASE RECYCLE



VAC23-0008
Proposed Easement Vacation
SW Winsted Lane

1 inch = 72 feet

EASEMENT/VICINITY MAP



PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	10.00'	N87° 21' 18"W
L2	21.15'	N87° 21' 18"W
L3	7.41'	N2° 38' 42"E
L4	5.25'	N47° 24' 17"E
L5	18.75'	N8° 05' 57"W
L6	33.91'	N1° 29' 03"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	3.12'	4.00'	44°45'35"	N69° 47' 04"E	3.05'
C2	15.19'	20.87'	41°42'10"	N18° 59' 44"E	14.85'
C3	9.55'	6.00'	91°09'39"	N42° 56' 08"W	8.57'
C4	6.28'	4.00'	90°00'00"	N43° 30' 57"W	5.66'

NOTE:
THIS EASEMENT/VICINITY MAP IS A GRAPHICAL REPRESENTATION OF THE EASEMENT VACATION DESCRIPTION, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

901 N. 47th St., Suite 400
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Crafton Tull
architecture | engineering | surveying
479.636.4838 t 479.631.6224 f
www.craftontull.com

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PROJECT NO.:	DRAWN BY:	DATE:	SHEET:	CHECKED:
21111700	KM	04/18/2023	1 OF 1	

DRAWING: G:\21111700_RAINBOWTH\INFRASTRUCTURE\SURVEY\DWG\ESMT VAC EXHIBIT.DWG
LAYOUT: ---, LAST SAVED: KM676, 4/18/2023 10:50:48 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 4/18/2023 10:55:04 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

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 Crafton Tull requesting a drainage easement vacation (VAC23-0008) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

PART OF LOT 18 OF RAINBOW JUNCTION SUBDIVISION AS PER PLAT RECORD 2016-378 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 18;
THENCE ALONG THE SOUTH LINE THEREOF N87°21'18"W 10.00 FEET POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID SOUTH LINE N87°21'18"W 21.15 FEET;
THENCE LEAVING SAID SOUTH LINE N02°38'42"E 7.41 FEET;
THENCE 3.12 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 4.00 FEET AND A LONG CHORD OF N69°47'04"E 3.05 FEET;
THENCE N47°24'17"E 5.25 FEET;
THENCE 15.19 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 20.87 FEET AND A LONG CHORD OF N18°59'44"E 14.85 FEET;
THENCE N08°05'57"W 18.75 FEET;
THENCE N02°38'33"E 89.27 FEET;
THENCE 9.55 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 6.00 FEET AND A LONG CHORD OF N42°56'08"W 8.57 FEET;
THENCE N88°30'57"W 214.58 FEET;
THENCE 6.28 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 4.00 FEET AND A LONG CHORD OF N43°30'57"W 5.66 FEET;
THENCE N01°29'03"E 33.91 FEET TO THE NORTH LINE OF A DRAINAGE EASEMENT AS SHOWN ON PLAT RECORD 2014-118;
THENCE ALONG SAID NORTH LINE N89°51'21"E 239.72 FEET TO THE WEST LINE OF A 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT AS SHOWN ON PLAT RECORD 2014-118;
THENCE ALONG SAID WEST LINE S02°39'39"W 185.41 FEET TO THE POINT OF BEGINNING, CONTAINING 0.27 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 May 23, 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	**Stephanie Orman, Mayor**
Bentonville, Arkansas	**City of Bentonville, Arkansas**

Agenda Item Form

Date of City Council Meeting	**5/9/2023**
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 May 23, 2023 for a Utility Easement Vacation requested for Lot 3 of Cross Creek Subdivision Phase 2 (VAC23-0009).

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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

www.bentonvillear.com

PLEASE RECYCLE

N
W E
S

Proposed Easement Vacation
2604 NW 6th Street

1 inch = 30 feet

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Jerry Hill requesting a utility easement vacation (VAC23-0009) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A vacation of part of an easement which is shown on Lot 3 Cross Creek Subdivision Phase II and recorded on Book P-1 Page 747 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas and more particularly described as follows:

Beginning at the Northeast Corner of Lot 3 Cross Creek Subdivision Phase II.

Thence along the East side of said Lot 3, S47°39'27"W, 28.40';
Thence leaving said East side of Lot 3, N87°34'49"W, 31.97';
Thence N47°30'44"E, 28.33';
Thence S87°34'49"E, 32.07' to the Point of Beginning.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing May 23, 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	**Stephanie Orman, Mayor**
Bentonville, Arkansas	**City of Bentonville, Arkansas**

Agenda Item Form

Date of City Council Meeting	**5/9/2023**
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):***

Waiver of Bid Request for a 2023 Ram 1500 Classic Tradesman Quad Cab 4x2 truck, and a Budget Adjustment Request for the amount of $1,786.00 to reflect the variance between the budgeted amount for the vehicle and the actual vehicle price. This vehicle was approved in the 2023 Budget and is a replacement for truck 5030-01 (2011 Dodge Ram 1500). A budget adjustment is needed for the price difference.

Estimated Cost	**$39,786.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Waiver of Bid Request

Date of City Council Meeting	**5/9/2023**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall**
Phone	**(479) 271-3190**

Vendor	**McLarty Daniel**
Total Cost	**$39,786.00**

Description of Purchase ***(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):***

Wavier of Bid Request in the amount of $39,786.00 for the purchase of a 2023 Ram 1500 Classic Tradesman Quad Cab 4x2 truck. This is a replacement vehicle (5030-01, 2011 Ram 1500, 60,284 miles) approved in the 2023 Budget.

Justification ***(Enter justification in space below):***

The Ram 1500 truck or equivalent is not offered through the Arkansas State Contract in 2023, however at the time the 2023 Budget was created this was the intended purchasing channel and the known vehicle expense. Subsequently, vehicle sourcing shifted to the open marketplace. A recent Ram 1500 delivery to a local dealer that matched our specification was identified. Parks is submitting a Waiver of Bid Request for the purchase.

Budget Adjustment Request

Date of City Council Meeting	**5/9/2023**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall**
Phone	**(479) 271-3190**

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

The Ram 1500 2023 Budget amount was based on Arkansas State Contract pricing. Ultimately, this vehicle was dropped from the state contract and we were forced to source this vehicle in the marketplace.A vehicle matching the specification was located in a local dealer inventory. Subsequently, Parks is requesting a Budget Adjustment for the amount of $1,786.00 to reflect the additional expense to purchase a 2023 Ram 1500 that is presently available.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105030	**47420**	**Vehicles**		**$1,786.00**
		Totals	**$ -**	**$ 1,786.00**
		Net Impact on Fund Balance	**$ (1,786.00)**	

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

Memo

To: City Council Members and Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Scott Mendenhall, Park Maintenance Manager

Date: April 26, 2023

Re: City Council approval of a Waiver of Bid request in the amount of $39,786.00 to McLarty Daniel for the purchase of a 2023 Ram 1500 Classic Tradesman Quad Cab 4x2 truck, and approval of Budget Adjustment Request for the amount of $1,786.00, to reflect the variance between the amount budgeted for the vehicle and the actual current vehicle purchase price.

Parks and Recreation staff is requesting City Councils' approval of a Waiver of Bid Request in the amount of $39,786.00, to McLarty Daniel for the purchase of a 2023 Ram 1500 Classic Tradesman Quad Cab 4x2 truck that was approved in the 2023 Budget. The vehicle is a replacement for parks truck 5030-01, a 2011 Ram 1500 with 60,294 miles.

Additionally, Parks and Recreation is requesting approval of a Budget Adjustment Request for the amount of $1,786.00, to reflect the variance between amount budgeted for the vehicle and the current actual vehicle price.

The Ram 1500 or equivalent was dropped from the 2023 Arkansas State Contract purchasing program. At the time of parks 2023 Budget preparation, the intended purchasing channel was the Arkansas State Contract and related pricing. Shifting sourcing to the marketplace and current retail pricing strategies, we identified a Ram 1500 that meets our specification that just landed in a local dealer inventory.

In our effort to provide adequate transportation to our staff, we are requesting approval of a Wavier of Bid and Budget Adjustment Request for the aforementioned 2023 Ram 1500.

McLARTY DANIEL

Date: *04/25/2023 10:13 AM*
Salesperson: *Hannah Craig*
Manager: *Brian Koller*

FOR INTERNAL USE ONLY

CUSTOMER *Creek Linger* Home Phone:

Address : , Work Phone :

E-Mail : Cell Phone : *(479) 253-5715*

VEHICLE

Stock # : *PS516524* New / Used : **New** VIN : *1C6RR6FT5PS516524* Mileage: *20*

Vehicle : *2023 RAM 1500 Classic* Color : *Bright White Cl*

Type : *Tradesman 4x2 Q* *DS1L41*

Market Value Selling Price	43,455.00
Discount	3,500.00
Rebate	1,000.00
Adjusted Price	38,955.00
Brake Plus / Wheel Locks	699.00
Total Purchase	39,654.00
Service and Handling Fee	129.00
Lien Fee	3.00
Cash Deposit	.00
Balance	39,786.00

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Type Comments Here:

RAM

2023 MODEL YEAR

RAM 1500 CLASSIC TRADESMAN QUAD CAB 4X2

For more information visit: www.ramtrucks.com
or call 1–866–RAMINFO

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $37,055

RAM 1500 TRADESMAN QUAD CAB 4X2
Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Cloth 40/20/40 Bench Seat
Engine: 5.7L V8 HEMI® MDS VVT Engine
Transmission: 8–Speed Automatic 8HP70 Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
- Advanced Multistage Front Air Bags
- Supplemental Side–Curtain Front and Rear Air Bags
- Supplemental Front Seat–Mounted Side Air Bags
- Supplemental Side Air Bags
- Parkview® Rear Back–Up Camera
- 3.21 Rear Axle Ratio
- Class III Bumper Hitch
- Trailer–Tow with 4–Pin Connector Wiring
- 7–Pin Wiring Harness
- 26–Gallon Fuel Tank
- Locking Tailgate
- Anti–Lock 4–Wheel Disc Brakes
- Electronic Stability Control
- Speed Control
- Sentry Key® Theft Deterrent System
- Tire Pressure Monitoring Display

INTERIOR FEATURES
- Ram Clean Air System
- Uconnect® 3 with 5–Inch Touch Screen Display
- 6 Speakers
- Integrated Voice Command
- Media Hub with USB and Auxiliary Port
- Tilt Steering Column
- Black Rotary Shifter
- Vehicle Information Center
- Front Armrest with Three Cupholders
- Power Locks
- Power Front Windows with 1–Touch Up / Down
- 40/20/40 Split Bench Seat
- Rear Folding Seat
- Rear Under–Seat Storage Compartment
- Black Vinyl Floor Covering

EXTERIOR FEATURES
- 17–Inch x 7.0–Inch Steel Wheels
- P265/70R17 BSW All–Season Tires
- Halogen Quad Headlamps
- Automatic Headlamps
- Black Front Bumper
- Black Rear Bumper
- Black Grille

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 27B	
Tradesman Black Package	$685
17–Inch x 7.0–Inch Semi–Gloss Black Aluminum Wheels	
Black Headlamp Bezels	
Black Grille with Black Ram's Head	
Popular Equipment Group	$825
Carpet Floor–Covering	
SiriusXM® with 6–Month Radio Sub Call 800–643–2112	
Remote Keyless–Entry with AllSecure®	
8–Speed Automatic 8HP70 Transmission	$500
5.7L V8 HEMI® MDS VVT Engine	$2,495
Destination Charge	**$1,895**

TOTAL PRICE: * $43,455

WARRANTY COVERAGE
5–year or 60,000–mile Powertrain Limited Warranty.
3–year or 36,000–mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE POWERTRAIN WARRANTY

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models.

17 MPG combined city/hwy — 15 city, 21 highway

5.9 gallons per 100 miles

Standard pickups range from 12 to 70 MPGe. The best vehicle rates 132 MPGe.

You **spend $7,000** in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $3,000

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 3 (1 – 10 Best)

Smog Rating (tailpipe only): 5 (1 – 10 Best)

This vehicle emits 523 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and cost $8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.40 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5–STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1–888–327–4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 45%

MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO : 44%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON–PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
WARREN, MICHIGAN, U.S.A.
COUNTRY OF ORIGIN:
ENGINE: MEXICO
TRANSMISSION: GERMANY

MOPAR. VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

Assembly Point/Port of Entry: WARREN, MICHIGAN, U.S.A. S.L. SHIP TO: SOLDTO:
VIN: 1C6–RR6FT5PS–516524 L4–VON: 8171 0207–0

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES, IF ANY, LICENSE AND TITLE FEES, AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF ONE (1) 2023 RAM 1500 CLASSIC TRADESMAN QUAD CAB 4X2 TRUCK; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED THIRTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-SIX DOLLARS ($39,786.00), WITH MCLARTY DANIEL, FOR THIS PURCHASE; ADJUSTING THE 2023 BUDGET; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department needs one (1) 2023 Ram 1500 Classic Tradesman Quad Cab 4x2 which replaces a 2011 Ram 1500;

WHEREAS, at the time this was budgeted, this vehicle was listed on Arkansas State Contract but has since been dropped necessitating a bid waiver due to ongoing supply chain issues in the vehicle industry; and

WHEREAS, a budget adjustment in the amount of one thousand seven hundred eighty-six dollars ($1,786.00) is needed for the difference between the budgeted amount and actual price.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Daniel McLarty for the purchase of a 2023 Ram 1500 Classic Tradesman Quad Cab 4x2, in an amount not to exceed thirty-nine thousand seven hundred eighty-six dollars ($39,786.00);

Section 2: The 2023 Budget is adjusted to appropriate one thousand seven hundred eighty-six dollars ($1,786.00) from General Fund Reserve to Account #105030-47420 – Vehicles;

Section 3: Because of supply shortages an exceptional circumstance exists, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 4 - Emergency Clause: 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 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ **day of** _____**, 2023.**

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/9/2023**
Department	**Legal**
Submitted by	**Bonnie Bridges**
Phone	**(479) 254-2036**

Item Type: (***Check Applicable Item Type***)

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

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

An Ordinance establishing a City Council Finance Committee to review agenda items affecting the budget. No Budget Adjustment is needed.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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

www.bentonvillear.com

PLEASE RECYCLE

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 2-II OF THE CITY OF BENTONVILLE MUNICIPAL CODE; ESTABLISHING A FINANCE COMMITTEE OF THE CITY COUNCIL; AND FOR OTHER PURPOSES.

WHEREAS, the creation of a City Council Finance Committee provides greater transparency into City Council agenda items impacting the budget; and

WHEREAS, establishing this committee serves to encourage understanding and open dialogue between City Staff and Aldermen regarding purchases throughout the year and the budget process.

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

Section 1: That the City of Bentonville Municipal Code Chapter 2, Article 2-II shall be amended as shown in the attached Exhibit "A";

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

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

PASSED AND APPROVED this_____ day of _____, 2023.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

EXHIBIT "A"

Sec 2-33 Finance Committee

The City Council Finance Committee shall be created and operated in compliance with the terms in this section:

(a) The Committee membership shall be made up of three (3) current members of the Bentonville City Council who shall be appointed by the Mayor and confirmed by the City Council;
(b) A Chair will be selected among the appointed members;
(c) The Finance Committee shall meet on the second and fourth Tuesday of each month, at an agreed upon time, preceding that Tuesday's City Council meeting;
(d) The Finance Committee agenda shall be published with the corresponding City Council agenda and will consist of the Ordinances and Resolutions containing budget adjustments or otherwise impacting the City's budget or fund balances;
(e) For each item, the Finance Committee will make a recommendation to the City Council as to whether the Resolution or Ordinance should pass, fail, or be subject to other appropriate action;
(f) The Finance Committee is a public meeting; and
(g) The appointment of committee members will be evaluated yearly at the City Council's organizational meeting held in compliance with A.C.A. §14-43-501.