



Revised Agenda:
Item 9 removed.

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.

Committee of the Whole Meeting

Monday, June 12, 2023 6:00 p.m.

City Hall

305 S.W. “A” Street

Planning Commission Meeting Room

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on June 12, 2023:**

https://us02web.zoom.us/webinar/register/WN_5hpONAmRHuB6ax_H1Rq4Q

Regular City Council Meeting

Tuesday, June 13, 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 June 13, 2023:**

https://us02web.zoom.us/webinar/register/WN_SEXdS2W3Tyu6LBfqs984iw

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: May 23, 2023

AGENDA

1. Financial Update – Patrick Johndrow, Finance Director. **(Monday Night Only)**
2. Developer’s Forum Report Out - Tyler Overstreet, Director of Planning and Community Development. **(Monday Night Only)**
3. Planning Department Project Updates – Tyler Overstreet, Director of Planning and Community Development. **(Monday Night Only)**
4. Ordinance setting term limits for Planning Commission members. Requested by Councilmember Acree. This is an information item, for Committee of the Whole only, and will not be voted on during the June 13th City Council meeting. **(Monday Night Only)**
(Pages 9-11)
5. Recognition by City Council of Bentonville Brewing Company at 901 SW 14th Street. The property's landscaping was nominated by the Tree and Landscape Advisory Committee and is the May Commercial Landscaping of the Month award winner.
(Pages 12-13)
6. Recognition by City Council of Americo Torres' property at 310 SW 20th Street. The property's landscaping was nominated by Octavio Sanchez and is the May Residential Landscaping of the Month award winner.
(Pages 14-15)
7. Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville and assigning same to wards. (Muni Annexation).
(Pages 16-35)
8. Planning:
- 8a. **Ordinance accepting a Lot Split of a portion of previously unplatted land and Lot 8, Block 4 of Railroad Addition; creating new Lot 31, Block 4 of Railroad Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0017) 207 Southeast 3rd Street.**

(Pages 42-44)

The Planning Commission voted 6-0, recommending approval.

A lot split of a portion of previously unplatted land and Lot 8, Block 4 of Railroad Addition; creating new Lot 31, Block 4 of Railroad Addition. The Plat dedicates utility easements along the southern property line and public right-of-way along SE 3rd Street.

- 8b. **Ordinance accepting a Lot Split of Lot 6, Happy Home Addition; creating new Lots 30 & 31 of Happy Home Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0020) 801 Northwest 10th Street.**

(Pages 45-48)

The Planning Commission voted 6-0, recommending approval.

A lot split of existing Lot 6 of Happy Home Addition into two lots; Lot 6A of Happy Home Addition and Lot 6B of Happy Home Addition. The plat would dedicate a 20-foot-wide utility easement along NW 10th Street, in addition to dedicating

additional right of way along NW 10th Street as needed to meet the requirements of the Bentonville Master Street Plan.

- 8c. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential; and for other purposes. (Project Number: RZ23-0034) 402 Northwest 7th Street.**

(Pages 49-54)

The Planning Commission voted 6-0, recommending approval.

This property is currently zoned R-1, Single Family Residential. It contains an existing single-family home. Adjacent zonings are all R-1, Low-density Single Family Residential except for one DN-2 property to the southeast across NW 7th Street. The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot, single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. The proposed zoning of DN-2 is consistent with the Future Land Use Plan and is compatible with the surrounding development patterns within this area of the city and support the requested change.

- 8d. **Ordinance changing real estate in The City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DE, Downtown Edge; and for other purposes. (Project Number: RZ23-0036) 605 Southeast C Street.**

(Pages 55-58)

The Planning Commission voted 6-0, recommending approval.

This property is currently zoned R-1, Single Family Residential. It contains an existing single-family home. Adjacent zonings are R-1, Low-density Single Family Residential to the south, and DE, Downtown Edge on all other sides. The Downtown Edge creates an area of transition between the Downtown Core with its retail emphasis and the lower density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed use allows retail, commercial, office and residential uses on all floors. Live/work housing, personal services and small offices are strongly evident in this district. Buildings are spaced closely but are separated by setbacks.

The proposed zoning of DE is consistent with the Future Land Use Plan and is compatible with the surrounding development patterns within this area of the city and support the requested change.

- 8e(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Commercial to Residential Office; and for other purposes. (Project Number: RZ23-0039) 2602 East Battlefield Blvd.**

(Pages 59-63)

The Planning Commission voted 6-0 recommending approval.

The Future Land Use Plan depicts this property as Commercial (C) and is surrounded by Low-Density Residential designated property on all sides but the north, where the future land use plan recommends mixed use commercial.

Office areas include properties primarily dedicated to professional employment/office uses, but can accommodate accessory commercial uses such as restaurant, service, or convenience uses oriented to serving office tenants. These areas can include stand-alone office buildings or be designed as a multi-building office park or campus. These areas are considered lower intensity development, relative to other commercial areas.

- 8e(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to R-O, Residential Office; and for other purposes. (Project Number: RZ23-0039) 2602 East Battlefield Blvd.**

(Pages 59-64)

The Planning Commission voted 6-0 recommending approval.

The R-O District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities and compatible residential uses. It is further the intent of this district to establish a transition area where the continuation of residential activity is no longer practical between residential and nonresidential uses.

The proposed zoning of RO and the requested land use plan change are not consistent with the Future Land Use Plan, but the proposed use is compatible with development patterns within this area of the city which lends some support to the requested changes. The application states that the intended use is for a real-estate office so the applicant could have applied for a C-1 or a C-2 zone and been consistent with the future land use map. Their approach allows them the flexibility of using the existing home as a residence or an office. While this request is not consistent with the Future Land Use Plan, it is consistent with the uses of the surrounding zoning districts and development patterns located in the vicinity.

- 8f. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-4, Downtown Mixed Use Residential; and for other purposes. (Project Number: RZ23-0040) 548 Southeast C Street.**

(Pages 65-68)

The Planning Commission voted 6-0 recommending approval.

The intent of the DN-4 district is to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand. The proposed zoning of DN-4 is consistent with the Future Land Use Plan and compatible with the surrounding zoning districts and subsequent development patterns in this area of the city which lends support to the request.

- 8g(1). **Resolution amending the City of Bentonville Future Land Use Map for a specific area from Residential Estate to Commercial; and for other purposes. (Project Number: RZ23-0043) 3006 Southeast J Street.**

(Pages 69-73)

The Planning Commission voted 6-0 recommending approval.

The Future Land Use Plan depicts this property as Residential Estates (RE) and with Office (O), General Commercial (C), and High-Density Residential (HDR) in the area along this portion of the Southeast J Street corridor. The applicant has requested the General Commercial (C) land use classification.

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

- 8g(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of C-1, Neighborhood Commercial to C-2, General Commercial; and for other purposes. (Project Number: RZ23-0043) 3006 Southeast J Street.**

(Pages 69-75)

The Planning Commission voted 6-0 recommending approval.

The C-2 zoning district allows a broad set of both commercial and residential uses and is typically deployed in areas designated for commercial development per the Future Land Use Plan. This district is also appropriate along arterial streets due to the high amount of traffic and overall streetscape. With J Street being classified as an arterial street, this zoning would be appropriate.

Existing C-2 zoning effectively surrounds this property, save the R-3/R-O residential development directly adjacent to the subject property to the South and West. C-2 zoning would generally coincide with existing zoning and uses in this area. This request is not consistent with the Future Land Use Plan without the proposed plan amendment. Should Planning Commission vote to approve the plan amendment, planning staff would recommend approval of the rezoning request. Should Planning Commission not approve the plan amendment, planning staff would recommend the item be tabled.

- 8h. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential; and for other purposes. (Project Number: RZ23-0045) 411 Northwest 5th Street.**

(Pages 76-79)

The applicant amended their request during the Planning Commission meeting, from DN-4 to DN-3, Downtown High Density Residential.

Planning Commission voted 6-0 recommending approval.

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district. The proposed zoning of DN-3 is consistent with the Future Land Use Plan but is not compatible with the surrounding development patterns in this area of the city and it is not consistent with the uses of the directly surrounding zoning districts.

- 8i. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of DN-3, Downtown High Density Residential to PRD, Planned Residential Development; and for other purposes. (Project Number: PRD23-0002) 802 Southeast 8th Street.** (Pages 80-96)

The Planning Commission voted 6-0 recommending approval.

The intent of the PRD district is to encourage the use of Smart Growth principals and Traditional Neighborhood Design, to provide a variety of housing types and densities available to the general public, and to promote high quality residential developments while allowing greater flexibility in the design of such developments. The PRD shall produce: (1) a maximum choice in the types of environment and living units available to the public; (2) a variety of housing types that effectively meets the varying price points of the community; (3) energy-efficient site design or building features; (4) a minimum of fifteen percent (15%) common, useable open space and recreation areas; (5) a pattern of development which preserves natural features and prevents soil erosion; (6) a creative approach to the use of land and related physical development; (7) efficient use of land resulting in smaller networks of utilities and streets and thereby lowering costs; (8) environment of stable character in harmony with the surrounding development; (9) efficient use of infrastructure, and, (10) high quality architectural design, placement, relationship and orientation of structures.

The applicant is proposing a Planned Residential Development (PRD) of approximately 0.61 acres consisting of 12 townhome style residential units featuring street facing porches and a shared driveway with rear loaded garages. The PRD adheres to the minimum open space requirements by allocating 15% of the site to common open space. The PRD provides a 1.5:1 ratio. See the applicant's attachments for master plan, elevations, and architectural style. The applicant will not be installing street trees as part of this project as they will be installed by the city when they complete the 8th street widening project.

Having a mix of housing types located near employment and retail centers helps to generally lower traffic impacts. The placement of the buildings closer to the street and the geographical location of the project at the corner of an arterial street intersection as well as the proximity of the project to the 8th street market and Momentary specifically, all add to the walkability and bike ability of the area. This request is consistent with the density envisioned by Future Land Use Plan (High) and is consistent with the vision of the Bentonville Community Plan as it seizes an opportunity to capitalize on existing infrastructure and services to intensify new development that aligns with existing uses and is compatible with the character of surrounding areas.

9. This item has been removed.
10. Resolution to award Bid IFB-23-33 to Luttrell Enterprises for Code Compliance Mowing per the Unit Prices attached, on an as needed basis. This Contract will be for a one year term, renewable annually for a maximum term of three years. This was the sole bid received. No Budget Adjustment is needed. (Pages 97-99)
11. Utility Board:
- 11a. Resolution to award IFB-23-38 Indefinite Delivery, Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work to SY CON Excavation and Utilities per the Unit

Prices attached, for a Contract amount not to exceed \$500,000.00. This was the sole bid received. No Budget Adjustment is needed. Utility Board Approved 5-0.

(Pages 100-106)

- 11b. Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Olsson, Inc. for the design of Spring Creek Sewer Interceptor (formerly XNA Sewer Interceptor) in the amount of \$250,265.00. A budget adjustment is needed to appropriate ARPA funds for this expense. Utility Board approved this item 5-0. **(Pages 107-136)**
- 11c. Resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with E Source Companies, LLC in the amount of \$143,000.00 to evaluate water loss. A Budget Adjustment is needed. Utility Board approved this item 5-0. **(Pages 137-153)**
12. Resolution to approve a budget adjustment to recognize funds from 2 CARES act grants totaling \$23,000.00 and \$59,000.00. The grants reimbursed operating expenses and wages. A budget adjustment is needed to recognize funds. **(Pages 154-160)**
13. Request for approval of a Resolution to declare an assortment of out dated Fire Department Bunker Gear as surplus to be transferred to Ashley County, Arkansas Fire Department. The Bunker Gear includes items such as pants, coats, boots, helmets, coveralls, gloves etc.; Ashley County is aware the items are outdated and the City will receive written confirmation of such acknowledgement prior to physical transfer of the goods. No budget adjustment is needed. **(Pages 161-162)**
14. Ordinance waiving competitive bidding to purchase eight LUCAS 3 Chest Compression Systems (and itemized accessories) from Stryker, in the amount of \$135,046.85 (including taxes and trade-in discount), and declaring eight LUCAS 2 Chest Compression Systems as surplus to be traded in to Stryker for \$16,000 towards this purchase. Due to Stryker being the sole source provider of these items, it is neither practical nor feasible to solicit competitive bidding. No Budget Adjustment is needed. **(Pages 163-169)**
15. Ordinance waiving competitive bidding to purchase one Stryker Power-Pro XT Cot and Loading System (and itemized accessories) from Pinnacle, in the amount of \$61,358.33 (including taxes). Due to Stryker being the sole source provider of these items, it is neither practical nor feasible to solicit competitive bidding. No Budget Adjustment is needed. **(Pages 170-175)**
16. Resolution to enter into an Agreement with Banner Fire Equipment through participation in the HGAC Cooperative (Co-op) contract, FS12-19 to purchase 2024 100' E-One Aerial in the amount of \$1,500,000.00, and to declare a 1999 E-One 75' Aerial as surplus to be traded in for a \$43,500.00 towards the purchase price. No budget adjustment is needed. **(Pages 176-179)**
17. Public hearing and ordinance vacating Right of Way Easement requested for Lots 1-6, Block 9 of W.A. Burk's Addition (VAC23-0010). **(Pages 180-183)**
18. Resolution setting a public hearing for June 27, 2023 for a Utility Easement Vacation requested for Lots 9-10 of East Ridge Subdivision (VAC23-0011). **(Pages 184-186)**
19. Resolution setting a public hearing for June 27, 2023 for a Right of Way Vacation requested for 405 South Main Street, Library Phase 2, Lot 1 (VAC23-0012). **(Pages 187-190)**

20. Resolution to authorize the Mayor and City Clerk to enter into an agreement for signal timing/ coordination for 33 traffic signals in the City of Bentonville. No budget adjustment is needed. [\(Pages 191-197\)](#)
21. Resolution awarding the bid and allowing the Mayor and City Clerk to enter into a contract with Crossland Heavy Contractors, Inc for the construction of NW 9th and D Street (MUNIS #21EN0009, PIIP22-0010, IFB-23-22). This is a bond project. No budget adjustment is needed. [\(Pages 198-203\)](#)
22. Resolution awarding Bid #IFB-23-37 to Kalci Soccer LLC, per the Unit Prices attached, for the purchase of soccer uniforms for the Fall 2023 and Spring 2024 soccer seasons. No budget adjustment is needed. [\(Pages 204-207\)](#)
23. Informing of the attached proposed overlay and mastic list for 2023. [\(Pages 208-218\)](#)
24. Informing of the attached proposed pavement markings and road striping list for 2023. This is a budgeted item, and no budget adjustment request will be needed. [\(Pages 219-222\)](#)



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	City Council
Submitted by	Cindy Acree
Phone	

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance setting term limits for Planning Commission members. Requested by Councilmember Acree. This is an information item, for Committee of the Whole only, and will not be voted on during the July 13th City Council meeting.					

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



ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BENTONVILLE MUNICIPAL CODE CHAPTER 74,
ARTICLE 74-11, SECTIONS 74-20 AND 74-21; AND FOR OTHER PURPOSES.**

WHEREAS, Councilmember Acree requests term limits be imposed on the appointment of Planning Commission members; and

WHEREAS, if approved, this Ordinance change will govern any new term of a Planning Commission member.

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

Section 1: That the Bentonville Municipal Code, Chapter 74, Article 74-11, Sections 74-20 and 74-21, should be and the same is hereby amended as shown in the attached Exhibit "A", an electronic copy and paper copy of which is on file with the City Clerk, is hereby referred to, adopted, and made a part hereof as though it were copied herein fully;

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, Orders, or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

Exhibit "A"

Sec 74-20 Terms Of Office Of Members

The members of the planning commission shall serve for five-year staggered terms. No member shall serve more than two, five-year terms without a one-year roll-off period. After two full terms have been served, the member must roll-off the planning commission for at least one year before being eligible for re-appointment.

(Code 1994, § 13.04.02)

State Law reference— Terms of office, A.C.A. § 14-56-405.

Sec 74-21 Vacancies In Office

When the term of office of any member of the planning commission expires or in the event of any vacancy, the mayor shall immediately make a nomination to fill the vacancy. The person so nominated and confirmed by the city council shall serve for the term of the person whom he replaced. Fulfilling a vacancy does not count towards the two-term limit in Sec 74-20.

(Code 1994, § 13.04.03)



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Comprehensive Planning
Submitted by	Christopher Hyatt
Phone	(479) 254.2039

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Recognition by City Council of Bentonville Brewing Company at 901 SW 14th Street. The property's landscaping was nominated by the Tree and Landscape Advisory Committee and is the May Commercial Landscaping of the Month award winner.					

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



MEMO

Date: June 13th, 2023

To: Bentonville City Council

From: Christopher Hyatt, Planner

RE: Commercial Landscaping of the Month Award – May 2023

The Tree and Landscape Advisory Committee has awarded Bentonville Brewing Company of 901 SW 14th Street the winner for the May Commercial Landscaping of the Month Award. The property was nominated by the Tree and Landscape Advisory Committee.



About the Award

The Commercial Landscaping of the Month Award recognizes the hard work and pride exhibited by Bentonville businesses because we are proud to have a community that strives to beautify their homes, neighborhoods, businesses, and the City of Bentonville.

The award was created to recognize Bentonville businesses who have improved and maintained the exterior landscaping of their businesses. The award is intended to inspire others to take pride in their business, improve their landscaping, pick up litter, and to improve the quality of life in the City of Bentonville.

Award winners are honored by the Mayor with a certificate and are presented with a decorative yard sign designating their landscaping as a winner. A photograph of the award-winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the Bentonville Focus.



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Comprehensive Planning
Submitted by	Christopher Hyatt
Phone	(479) 254.2039

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Recognition by City Council of Americo Torres' property at 310 SW 20th Street. The property's landscaping was nominated by Octavio Sanchez and is the May Residential Landscaping of the Month award winner.					

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



MEMO

Date: June 13th, 2023

To: Bentonville City Council

From: Christopher Hyatt, Planner

RE: Residential Landscaping of the Month Award – May 2023

The Tree and Landscape Advisory Committee has awarded Americo Torres of 310 SW 20th Street as the winner for the May Residential Landscaping of the Month Award. The property was nominated by a Council Member Octavio Sanchez.



About the Award

The Residential Landscaping of the Month Award recognizes the hard work and pride exhibited by Bentonville residents because we are proud to have a community that strives to beautify their homes, neighborhoods, and the City of Bentonville.

The award was created to recognize Bentonville residents who have improved and maintained the exterior landscaping of their homes. The award is intended to inspire others to take pride in their home, improve their landscaping, pick up litter, and to improve the quality of life in the City of Bentonville.

Award winners are honored by the Mayor with a certificate and are presented with a decorative yard sign designating their landscaping as a winner. A photograph of the award winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the Bentonville Focus.



Agenda Item Form

Date of City Council Meeting	13-Jun
Department	Administration
Submitted by	Camille Thompson
Phone	(479) 271-5956

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Muni Annexation).					

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



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS; MAKING SAME A PART OF THE CITY OF BENTONVILLE; ASSIGNING SAME TO WARDS; AND FOR OTHER PURPOSES.

WHEREAS, a petition was filed with the County Clerk of Benton County, Arkansas by all of the owners of the hereinafter described territory, said owners being listed in Exhibit “A” to this Ordinance, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas;

WHEREAS, on the 15th day of May, 2023, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

WHEREAS, the order entered by the County Judge provides that in order to accept the annexation proposed by the petitioners, the City of Bentonville is also required to accept as part of the territory to be annexed certain dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, the legal descriptions for which are included as an attachment to the County Court’s order.

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

Section 1: That the land described on the attached Exhibit “B,” which includes both the territory sought to be annexed by the petitioners and the dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the petition to annex that property is hereby granted and the property described in Exhibit “B” is hereby accepted as part of and annexed to and made a part of the City of Bentonville;

Section 2: That the above described territory shall be annexed to and made a part of Ward 4 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward;

Section 3: That the above described territory shall be zoned A-1 to be used in accordance with City zoning laws and the laws of the State of Arkansas;

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

Section 5 – Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this ordinance are repealed to the extent of such conflict; and

Section 6: That this Ordinance shall become effective 30 days from its passage and approval.

PASSED AND APPROVED THIS 13TH DAY OF JUNE, 2023.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. KIRBY ROMINES, City Clerk

**EXHIBIT “A”
MUNI ANNEXATION**

GVB LLC. _____ **18-08919-000**

EXHIBIT “B”
MUNI ANNEXATION

The East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 13, Township 19N, Range 31W which is all inside Benton County, Arkansas. Containing 20 Acres more or less.

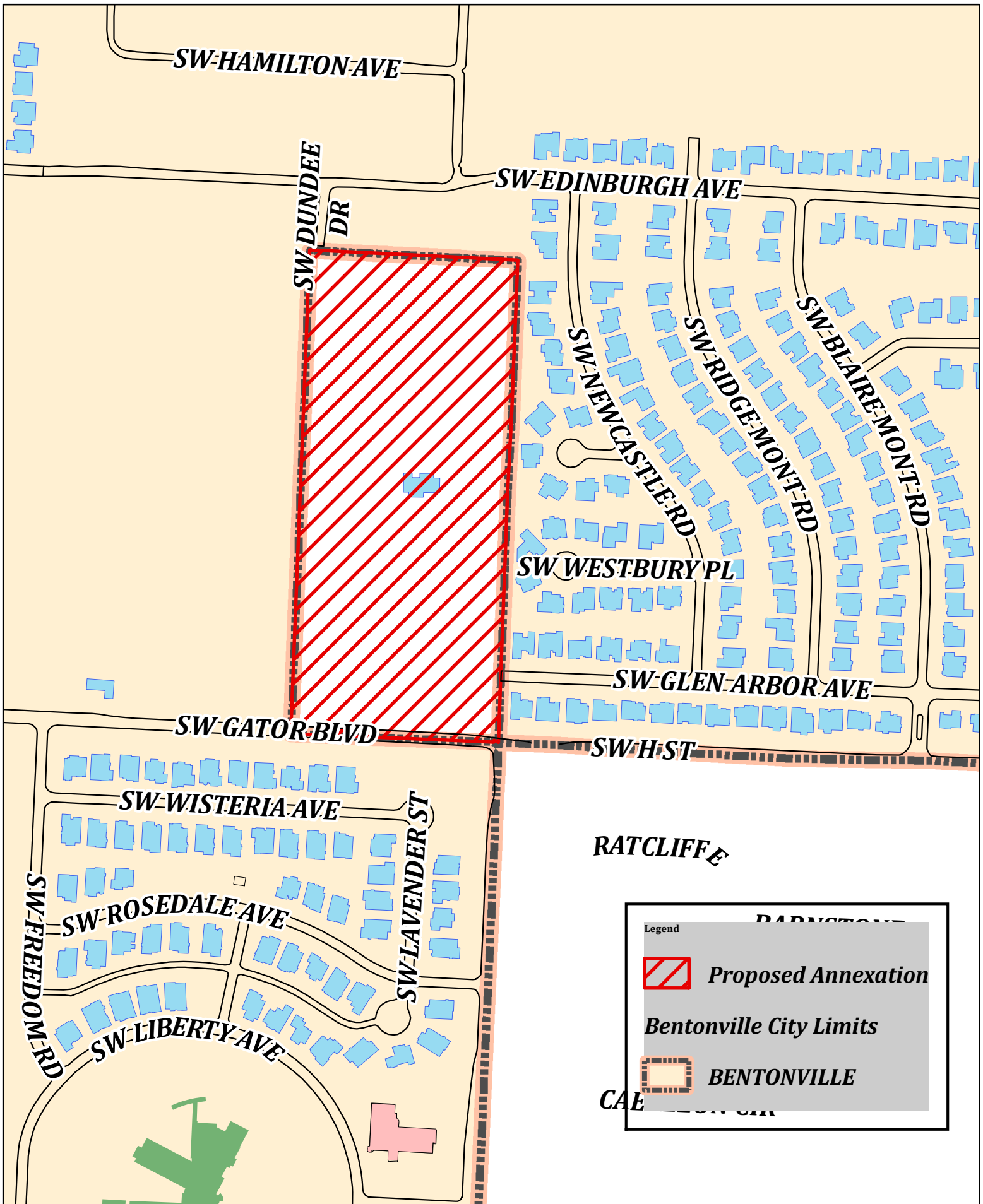


Exhibit 'B' **Muni Annexation**



MUNI ANNEXATION

FILED

2023 MAY -5 PM 3: 15

BETSY ARRELL
CO & PR CLERK
BENTONVILLE, AR

IN THE MATTER OF ANNEXING TO THE CITY
OF BENTONVILLE, ARKANSAS CERTAIN TERRITORY
CONTIGUOUS TO SAID CITY

NO. CC 2023-10

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 04/27/2023

Come now the undersigned petitioners, and state as follows:

1. That we, owning 100% of the property in the following described area, do hereby petition, pursuant to A.C.A. §14-40-609, the City Council of Bentonville, Arkansas, to annex the following lands to the City of Bentonville, Arkansas.

Refer to Exhibit "A"

2. We further state that this petition is signed by one hundred percent (100%) of the real estate owners owning one hundred percent (100%) of the acreage in said area and that the area to be annexed does not contain property whose owners do not wish to have their property annexed.

3. That said property description herein is contiguous to and adjoining the present City of Bentonville city limits, as shown on the map attached hereto as Exhibit "B".

4. That no enclaves will be created if this petition is accepted and the territory annexed into the City of Bentonville.

5. That the following schedule of services shall be extended to the area by the City of Bentonville within three (3) years after the date the annexation becomes final:

All properties annexed into the City of Bentonville are provided with Police, Fire and EMS services.

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals.

FILED

2023 MAY -5 PM 3:15

6. That a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties is attached hereto as Exhibit "C" and is made part of this petition as if set out word for word herein.

BET
ROLL
CLERK
REAR

7. That a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the City of Bentonville and that no enclaves will be created if the property or properties are accepted by the City of Bentonville is attached hereto as Exhibit "D" and is made part of this petition as if set out word for word herein.

8. That each of the undersigned persons executing this petition has confirmed by their signature a desire that their property, which is included in the property described above, be annexed into the City of Bentonville.

FILED

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

2023 MAY -5 PM 3:15

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

CD & PR
BENTON

CLERK
TY, AR

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

[Redacted Signature]

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

Managing Member

Managing Member

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-08919-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

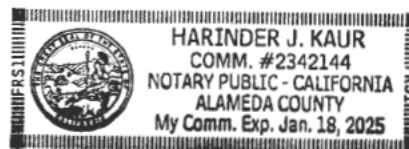
State of Arkansas)
County of Benton) SS.

On this the Thurs day of 04/27/2023, 2022, before me, the undersigned officer, personally appeared Veera Rao Guntupalli and Pavan Mallampati known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]

My Commission Expires:

Jan 18th, 2025



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

FILED

Muni Annexation
EXHIBIT 'A'

2023 MAY -5 PM 3:15

BE
CO. &
ALL
CLERK
Y. AR

The East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 13, Township 19N, Range 31W which is all inside Benton County, Arkansas. Containing 20 Acres more or less.

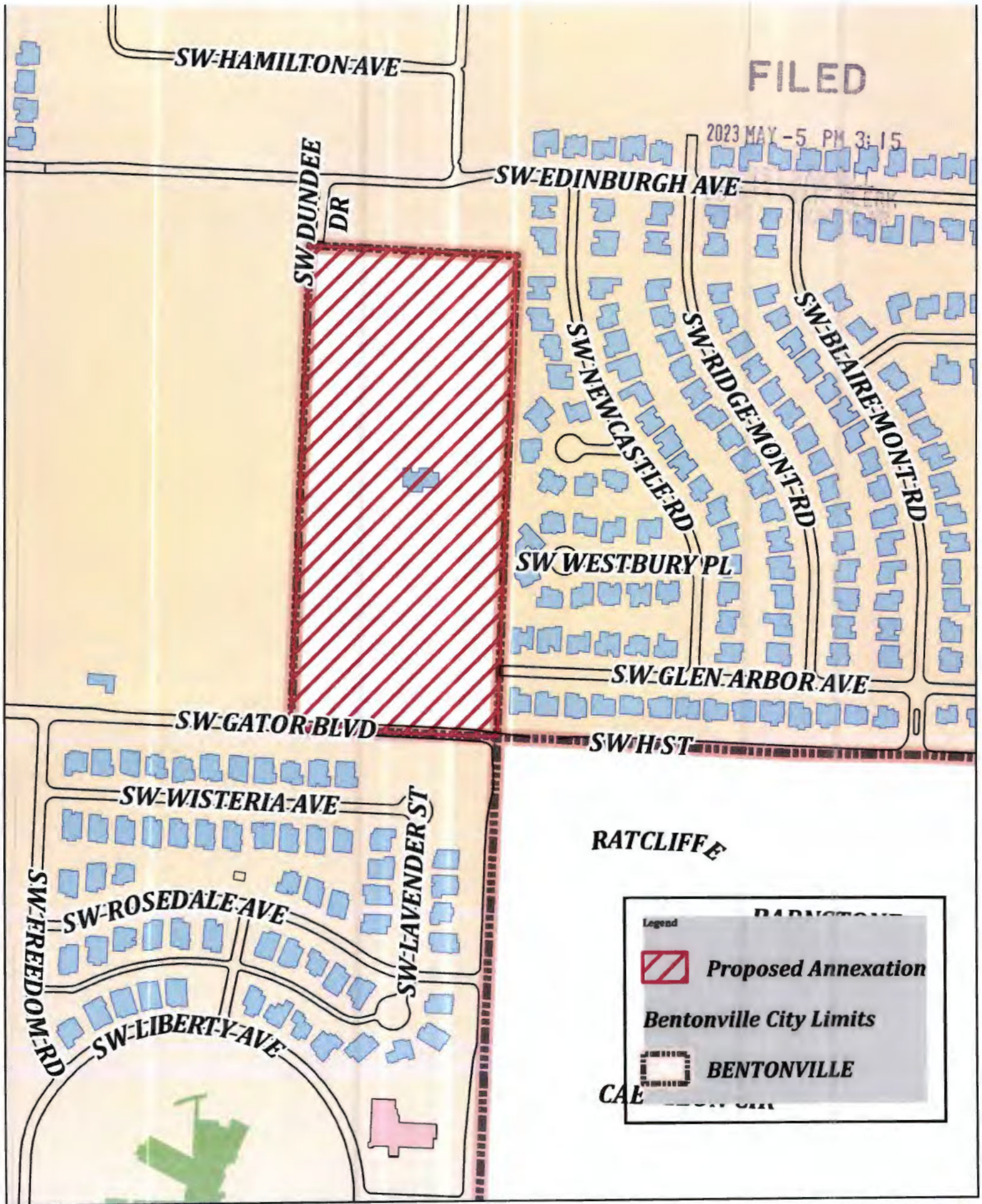


Exhibit 'B'
Muni Annexation

1 inch = 333 feet



EXHIBIT "C"



Benton
216 W Sevier Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

Eureka Springs
70 S. Main Street, Suite 2
Eureka Springs, AR 72632

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150

Faulkner County Title Company
A Division of
First National Title Company
Conway
211 Locust Street
Conway, AR 72034

Little Rock Title Company
A Division of
First National Title Company
Little Rock
1001 W. Markham Street #100
Little Rock, AR 72201

.....
First National
Title Company
.....

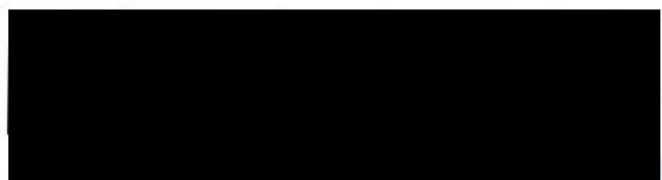
Headquarters
First National Title Company
Little Rock
415 N McKinley Street Suite 1200
Little Rock, AR 72205

2023 MAY 3 PM 3:15
Greenbrier
9 Willis Farm Road, Suite A
Greenbrier, AR 72058
GETSY HARTELL
CO & PROBATE CLERK
BENTON COUNTY, AR

May 3, 2023

Greetings,

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property into the City of Bentonville. Based on our review, we verify that the persons listed in Exhibit C-1 to this letter are all the owners of record of the real property described in Exhibit C-2 to this letter.



Steve Pangle
Benton County Manager
First National Title

FILED

2023 MAY -5 PM 3: 15

'EXHIBIT C-1'
Muni Annexation

CO. T
1

DELL
CLERK
TY. AR

GVB LLC _____ 18-08919-000

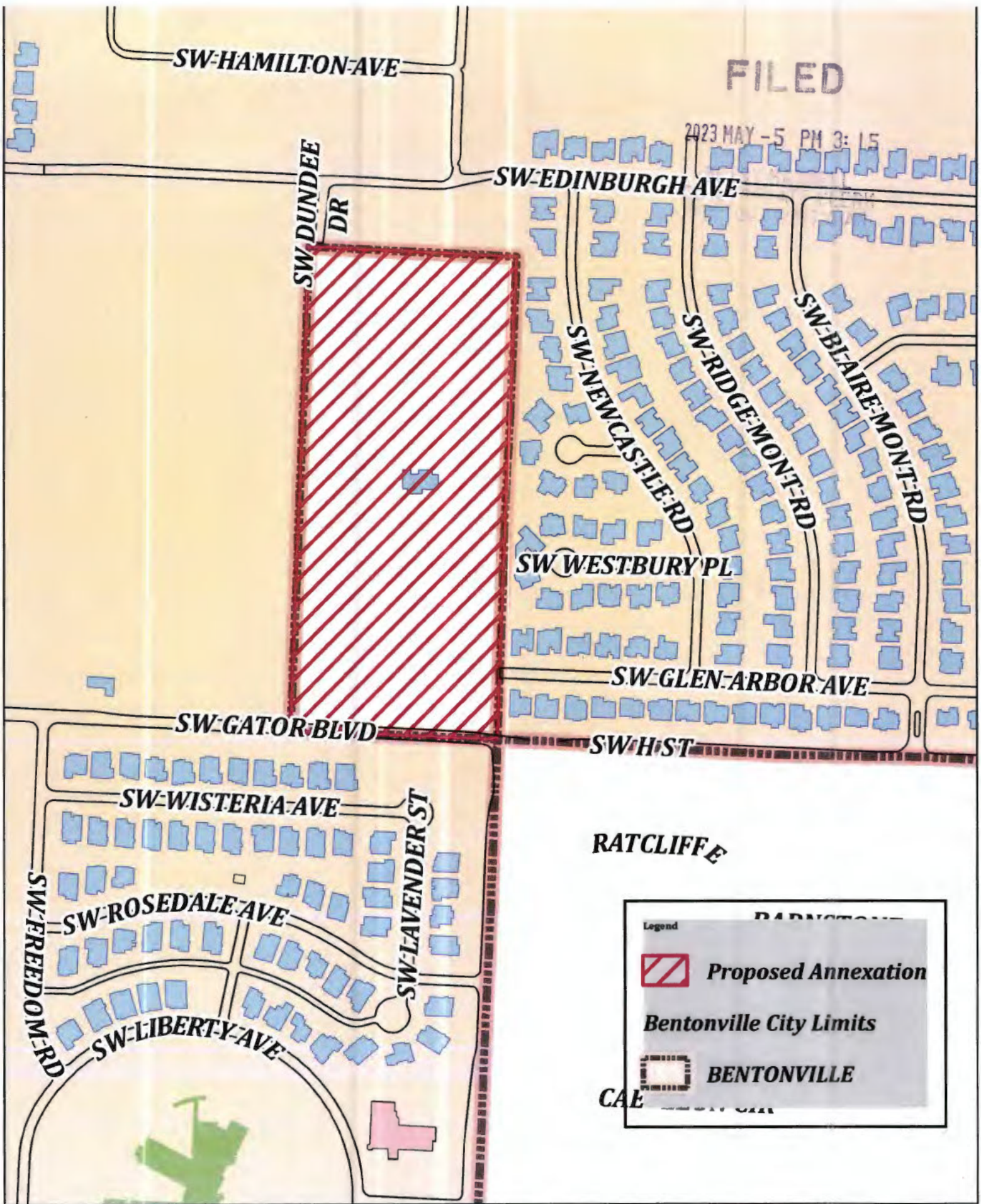


Exhibit 'C-2'
Muni Annexation

1 inch = 333 feet



FILED

Muni Annexation
Exhibit 'C-2'

2023 MAY -5 PM 3: 16

CD 8
RELL
CLERK
TY, AR

The East ½ of the SW ¼ of the NE ¼ of Section 13, Township 19N, Range 31W which is all inside Benton County, Arkansas. Containing 20 Acres more or less.

FILED

Greetings:

2023 MAY -5 PM 3: 16

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (Muni Annexation) into the City of Bentonville. I am a licensed Professional Engineer in the State of Arkansas. Based on my review, I verify that the real property described in Exhibit D-1 to this letter is contiguous with the City of Bentonville and that no enclaves will be created if the described property is accepted by the City of Bentonville.

Sincerely,



Travis Matlock, P.E.

No. 11416
TRAVIS W. MATLOCK
5/2/23

FILED

Muni Annexation
Exhibit 'D-1'

2023 MAY -5 PM 3: 16

BENTON
CO &
DEPT
WILL
CLERK
TY AR

The East ½ of the SW ¼ of the NE ¼ of Section 13, Township 19N, Range 31W which is all inside Benton County, Arkansas. Containing 20 Acres more or less.

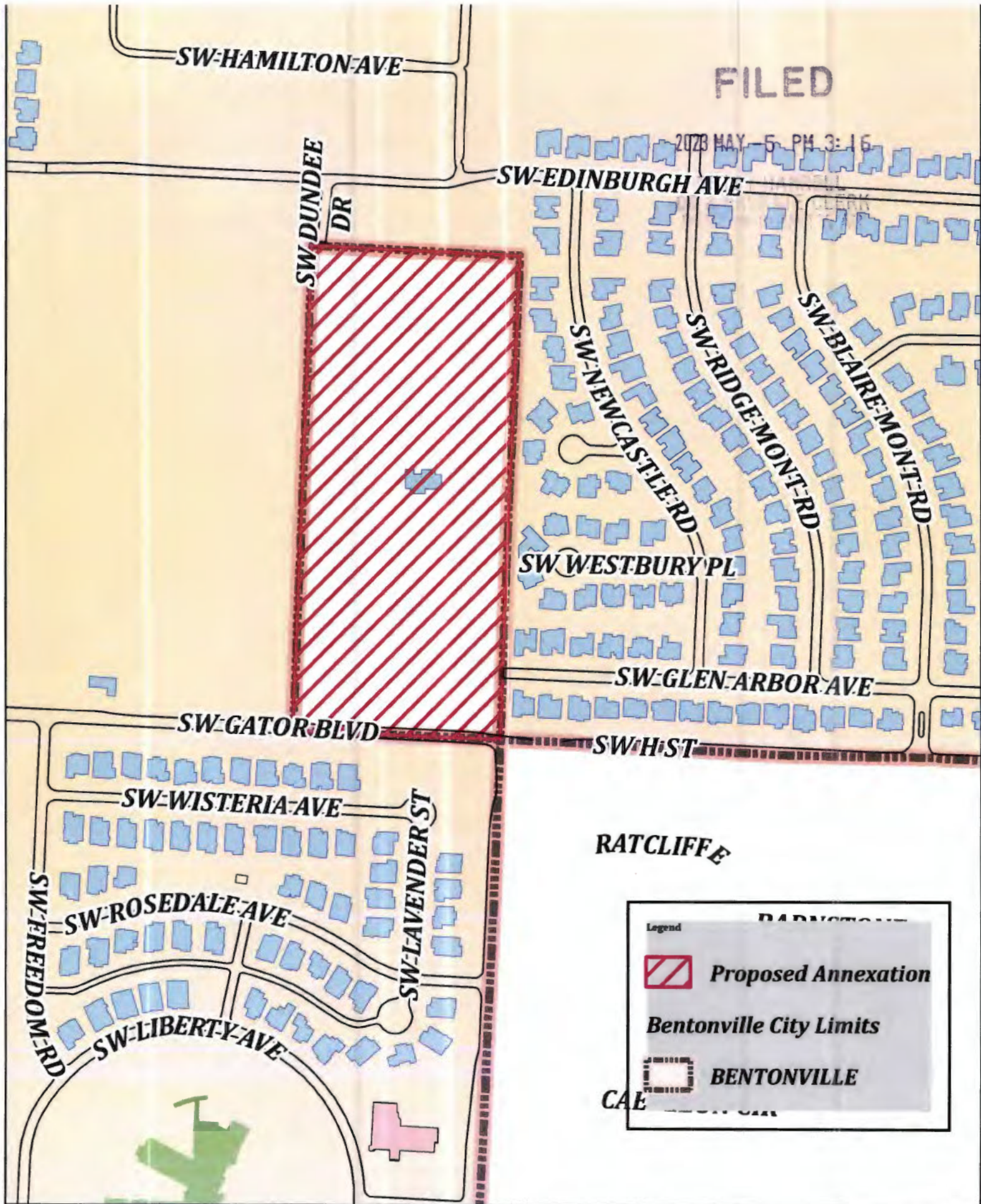


Exhibit 'D-1'
Muni Annexation

1 inch = 333 feet





Department of Transformation and Shared Services

Governor Sarah Huckabee Sanders

Secretary Joseph Wood

Director Shelby Johnson

CO & PRIVATE CLERK
BENTON COUNTY, AR

May 3, 2023

Mr. Jim Wheelless
GIS Coordinator – City of Bentonville
305 SW A Street
Bentonville, AR 72712

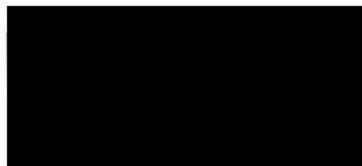
RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR located in Section 13, Township 19 North, Range 31 West. This letter represents confirmation that you have coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait for the completion of additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after the appropriate filing by your County Clerk.

Sincerely,



Jennifer Wheeler, Sr. GIS Analyst

Attachments:

GIS Office Map of Proposed Annexation

Legal Description

Secretary of State Municipal Change Checklist

H:\City_Annexations\Cities\Pea_Ridge\20191008\Doc\20191008_Pea Ridge_Annexation_Coordination_Letter.docx

Arkansas Geographic Information Systems
501 Woodlane Street, Suite G-04 * Little Rock, AR 72201 * 501.682.2767

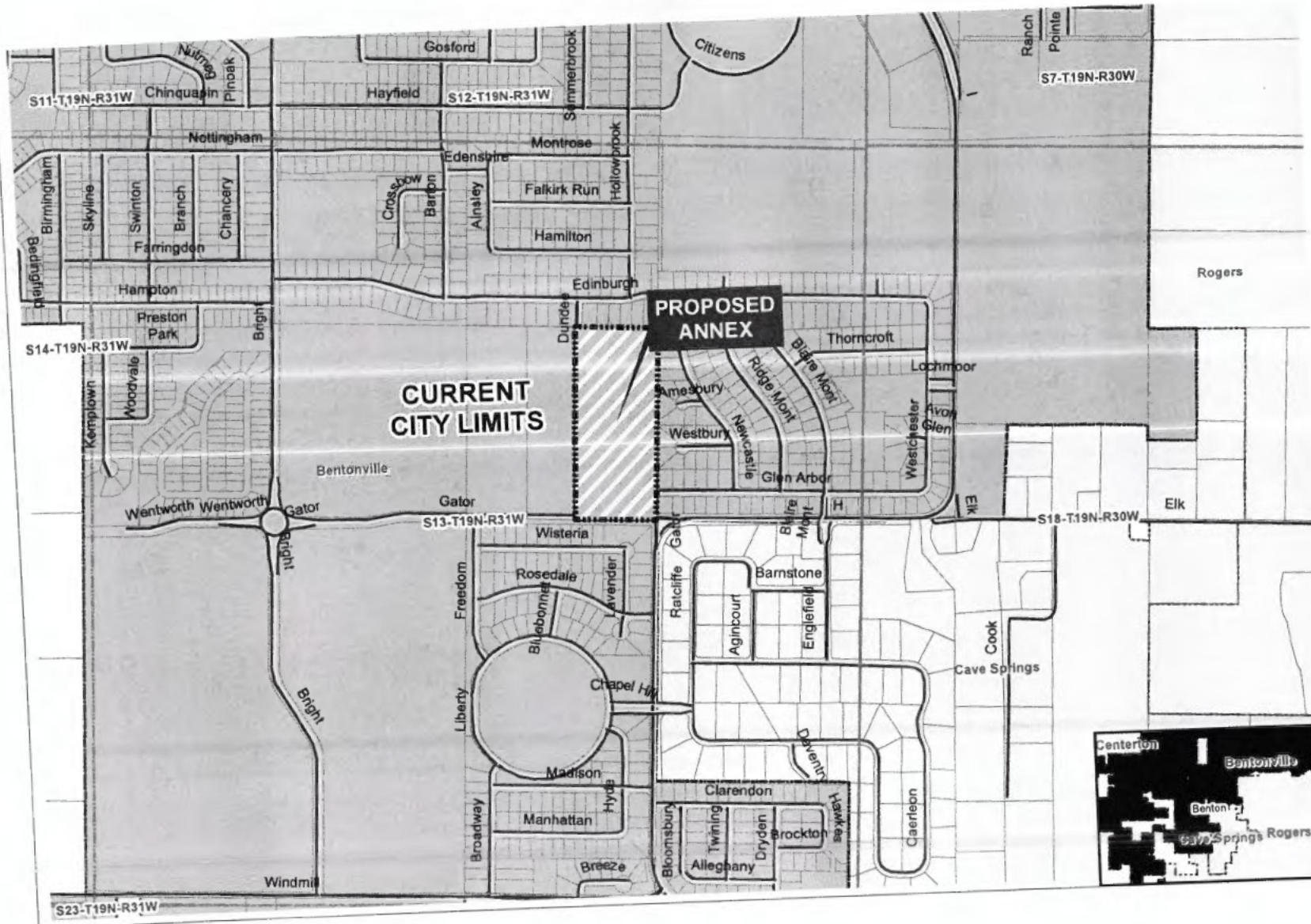
Proposed Annex: City of Bentonville
May 2023

City: Bentonville
 Mayor: Stephanie Oman

Arkansas Code 14-40-101.

Before an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.

The map contained herein, is evidence, the entity has met requirements of Act 914 of 2015



- Proposed Annex
- Sections
- Parcels
- Minor Road
- Existing City
- Neighboring City

0 0.04 0.08 0.16
 Miles



2023 MAY -5 P 3:16

ARKANSAS
 GIS OFFICE

K:\City_Annexations\Cities\Bentonville\202305031



City Council Agenda Items
For the City Council Meeting of June 13, 2023
From the June 6, 2023 Planning Commission Meeting

Note: Commissioner Bennett was absent from the June 6th meeting due to a family emergency. All votes on these items below were made by the six remaining commissioners.

1. **Ordinance accepting a Lot Split of a portion of previously unplatted land and Lot 8, Block 4 of Railroad Addition; creating new Lot 31, Block 4 of Railroad Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0017) 207 Southeast 3rd Street.**

The Planning Commission voted 6-0, recommending approval.

A lot split of a portion of previously unplatted land and Lot 8, Block 4 of Railroad Addition; creating new Lot 31, Block 4 of Railroad Addition. The Plat dedicates utility easements along the southern property line and public right-of-way along SE 3rd Street.

2. **Ordinance accepting a Lot Split of Lot 6, Happy Home Addition; creating new Lots 30 & 31 of Happy Home Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0020) 801 Northwest 10th Street.**

The Planning Commission voted 6-0, recommending approval.

A lot split of existing Lot 6 of Happy Home Addition into two lots; Lot 6A of Happy Home Addition and Lot 6B of Happy Home Addition. The plat would dedicate a 20-foot-wide utility easement along NW 10th Street, in addition to dedicating additional right of way along NW 10th Street as needed to meet the requirements of the Bentonville Master Street Plan.

3. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential; and for other purposes. (Project Number: RZ23-0034) 402 Northwest 7th Street.**

The Planning Commission voted 6-0, recommending approval.

This property is currently zoned R-1, Single Family Residential. It contains an existing single-family home. Adjacent zonings are all R-1, Low-density Single Family Residential except for one DN-2 property to the southeast across NW 7th Street. The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot, single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. The proposed zoning of DN-2 is consistent with the Future Land Use Plan and is compatible with the surrounding development patterns within this area of the city and support the requested change.

4. **Ordinance changing real estate in The City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DE, Downtown Edge; and for other purposes. (Project Number: RZ23-0036) 605 Southeast C Street.**

The Planning Commission voted 6-0, recommending approval.

This property is currently zoned R-1, Single Family Residential. It contains an existing single-family home. Adjacent zonings are R-1, Low-density Single Family Residential to the south, and DE, Downtown Edge on all other sides. The Downtown Edge creates an area of transition between the Downtown Core with its retail emphasis and the lower density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed use allows retail, commercial, office and residential uses on all floors. Live/work housing, personal services and small offices are strongly evident in this district. Buildings are spaced closely but are separated by setbacks.

The proposed zoning of DE is consistent with the Future Land Use Plan and is compatible with the surrounding development patterns within this area of the city and support the requested change.

5a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Commercial to Residential Office; and for other purposes. (Project Number: RZ23-0039) 2602 East Battlefield Blvd.

The Planning Commission voted 6-0 recommending approval.

The Future Land Use Plan depicts this property as Commercial (C) and is surrounded by Low-Density Residential designated property on all sides but the north, where the future land use plan recommends mixed use commercial.

Office areas include properties primarily dedicated to professional employment/office uses, but can accommodate accessory commercial uses such as restaurant, service, or convenience uses oriented to serving office tenants. These areas can include stand-alone office buildings or be designed as a multi-building office park or campus. These areas are considered lower intensity development, relative to other commercial areas.

5b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1, Agriculture to R-O, Residential Office; and for other purposes. (Project Number: RZ23-0039) 2602 East Battlefield Blvd.

The Planning Commission voted 6-0 recommending approval.

The R-O District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities and compatible residential uses. It is further the intent of this district to establish a transition area where the continuation of residential activity is no longer practical between residential and nonresidential uses.

The proposed zoning of RO and the requested land use plan change are not consistent with the Future Land Use Plan, but the proposed use is compatible with development patterns within this area of the city which lends some support to the requested changes. The application states that the intended use is for a real-estate office so the applicant could have applied for a C-1 or a C-2 zone and been consistent with the future land use map. Their approach allows them the flexibility of using the existing home as a residence or an office. While this request is not consistent with the Future Land Use Plan, it is consistent with the uses of the surrounding zoning districts and development patterns located in the vicinity.

- 6. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-4, Downtown Mixed Use Residential; and for other purposes. (Project Number: RZ23-0040) 548 Southeast C Street.**

The Planning Commission voted 6-0 recommending approval.

The intent of the DN-4 district is to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand. The proposed zoning of DN-4 is consistent with the Future Land Use Plan and compatible with the surrounding zoning districts and subsequent development patterns in this area of the city which lends support to the request.

- 7a. Resolution amending the City of Bentonville Future Land Use Map for a specific area from Residential Estate to Commercial; and for other purposes. (Project Number: RZ23-0043) 3006 Southeast J Street.**

The Planning Commission voted 6-0 recommending approval.

The Future Land Use Plan depicts this property as Residential Estates (RE) and with Office (O), General Commercial (C), and High-Density Residential (HDR) in the area along this portion of the Southeast J Street corridor. The applicant has requested the General Commercial (C) land use classification.

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

- 7b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of C-1, Neighborhood Commercial to C-2, General Commercial; and for other purposes. (Project Number: RZ23-0043) 3006 Southeast J Street.**

The Planning Commission voted 6-0 recommending approval.

The C-2 zoning district allows a broad set of both commercial and residential uses and is typically deployed in areas designated for commercial development per the Future Land Use Plan. This district is also appropriate along arterial streets due to the high amount of traffic and overall streetscape. With J Street being classified as an arterial street, this zoning would be appropriate.

Existing C-2 zoning effectively surrounds this property, save the R-3/R-O residential development directly adjacent to the subject property to the South and West. C-2 zoning would generally coincide with existing zoning and uses in this area. This request is not consistent with the Future Land Use Plan without the proposed plan amendment. Should Planning Commission vote to approve the plan amendment, planning staff would recommend approval of the rezoning request. Should Planning Commission not approve the plan amendment, planning staff would recommend the item be tabled.

8. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential; and for other purposes. (Project Number: RZ23-0045) 411 Northwest 5th Street.**

The applicant amended their request during the Planning Commission meeting, from DN-4 to DN-3, Downtown High Density Residential.

Planning Commission voted 6-0 recommending approval.

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district. The proposed zoning of DN-3 is consistent with the Future Land Use Plan but is not compatible with the surrounding development patterns in this area of the city and it is not consistent with the uses of the directly surrounding zoning districts.

9. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of DN-3, Downtown High Density Residential to PRD, Planned Residential Development; and for other purposes. (Project Number: PRD23-0002) 802 Southeast 8th Street.**

The Planning Commission voted 6-0 recommending approval.

The intent of the PRD district is to encourage the use of Smart Growth principals and Traditional Neighborhood Design, to provide a variety of housing types and densities available to the general public, and to promote high quality residential developments while allowing greater flexibility in the design of such developments. The PRD shall produce: (1) a maximum choice in the types of environment and living units available to the public; (2) a variety of housing types that effectively meets the varying price points of the community; (3) energy-efficient site design or building features; (4) a minimum of fifteen percent (15%) common, useable open space and recreation areas; (5) a pattern of development which preserves natural features and prevents soil erosion; (6) a creative approach to the use of land and related physical development; (7) efficient use of land resulting in smaller networks of utilities and streets and thereby lowering costs; (8) environment of stable character in harmony with the surrounding development; (9) efficient use of infrastructure, and, (10) high quality architectural design, placement, relationship and orientation of structures.

The applicant is proposing a Planned Residential Development (PRD) of approximately 0.61 acres consisting of 12 townhome style residential units featuring street facing porches and a shared driveway with rear loaded garages. The PRD adheres to the minimum open space requirements by allocating 15% of the site to common open space. The PRD provides a 1.5:1 ratio. See the applicant's attachments for master plan, elevations, and architectural style. The applicant will not be installing street trees as part of this project as they will be installed by the city when they complete the 8th street widening project.

Having a mix of housing types located near employment and retail centers helps to generally lower traffic impacts. The placement of the buildings closer to the street and the geographical location of the project at the corner of an arterial street intersection as well as the proximity of the project to the 8th street market and Momentary specifically, all add to the walkability and bike ability of the area. This request is consistent with

the density envisioned by Future Land Use Plan (High) and is consistent with the vision of the Bentonville Community Plan as it seizes an opportunity to capitalize on existing infrastructure and services to intensify new development that aligns with existing uses and is compatible with the character of surrounding areas.



Consent Agenda Items

For the Planning Commission meeting on June 6, 2023

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

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

1. Lot Split: Lot 31, Block 4 of Railroad Addition, Terlouw Family Trust, 207 Southeast 3rd Street, R-1, Low-Density Residential, LS23-0017

A property line adjustment of a piece of sectional land, part of Lot 5, Block 4 of Railroad Addition, and Lot 8, Block 4 of Railroad Addition, creating new Lot 31, Block 4 of Railroad Addition. The plat dedicates right-of-way along Southeast 3rd Street to the Master Street Plan requirements and a utility easement along the south boundary adjacent to Southeast 3rd Street. No variances or waivers are associated with this plat.

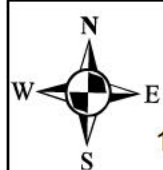
2. Lot Split: Lots 6A and 6B of Happy Home Addition, The Seventh Living LLC, 801 Northwest C Street, R-1, Low Density Single Family Residential, LS23-0020

A lot split of existing Lot 6 of Happy Home Addition into two lots; Lot 6A of Happy Home Addition and Lot 6B of Happy Home Addition. The plat would dedicate a 20-foot-wide utility easement along NW 10th Street, in addition to dedicating additional right of way along NW 10th Street as needed to meet the requirements of the Bentonville Master Street Plan.



Legend

 Pending Planning Commission Items



1 inch = 100 feet

LS23-0017 5/2/23
LOT SPLIT
RAILROAD ADDITION
PART OF LOTS 5 & 8 BLOCK 4 CREATING LOT 31





LEGEND

- F.I.P. FOUND IRON PIN
- S.I.P. SET IRON PIN (5/8" W/CAP)
- ⚡ POWER POLE
- ⚡ EX. WATER METER
- ⚡ AIR CONDITIONER
- ⚡ POWER POLE
- ☎ TELEPHONE
- ⛽ GAS METER

CITY REQUIRED NOTES:

1. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER / OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
2. OWNER / DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
3. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
4. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
5. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

CERTIFICATE OF OWNERSHIP

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

DATE OF EXECUTION _____

SIGNED: _____
(REP. OF TERLOUW FAMILY TRUST)

NAME AND ADDRESS: _____

PRINT NAME: _____

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

STATE OF ARKANSAS)

COUNTY OF BENTON)

SWORN TO AND SUBSCRIBED BEFORE ME THIS
DAY OF _____, 2023.

NOTARY PUBLIC SIGNATURE _____

FLOOD CERTIFICATION

THIS PROPERTY DOES NOT LIE IN FLOOD ZONE AE OR A, AS SHOWN ON FEMA PANEL #05007C0255 K, DATED JUNE 05, 2012.

LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ON THE 22ND DAY OF MARCH, 2023 THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS WERE FOUND OR SET, AS SHOWN ON THIS PLAT, ALL EASEMENTS AND ENCROACHMENTS REVEALED BY THE SURVEY ARE AS SHOWN ON THIS PLAT.

DAVID B. PLATZ, R.L.S. #1553

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION: _____

SIGNED: _____

MAYOR

CITY CLERK

PLANNING COMMISSION CHAIRMAN

NOTES

1. PARENT DEED IS A WARRANTY DEED FILED ON MARCH 24, 2017 & FOUND AT BOOK 2017, AT PAGE 16136.
2. TAX PARCEL FOUND AT 01-03810-000.
3. THE CURRENT ZONING FOR THE PROPERTY IS LOW DENSITY SINGLE FAMILY RESIDENTIAL (R-1). SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
4. OUR LIMITED RESEARCH COULD NOT FIND ANY EXISTING EASEMENTS ON THE PARENT TRACT, A MORE INDEPTH SEARCH IS NEEDED TO VERIFY.
5. THERE IS A JOINT DRIVEWAY AGREEMENT BETWEEN THE OWNERS OF THE PROPERTIES OF PARCEL # 01-03810-000 AND # 01-03807-000, FOUND IN A FILED AGREEMENT FOUND IN BOOK 1992 AT PAGE 30882.

PARCEL #01 03807 000
BERNARD & SARAH CLARK
LIVING TRUST
205 SE 3RD STREET
BENTONVILLE, AR 72712
E/2 OF LOT 7, BLOCK 4
RAILROAD ADDITION

P.O.B.
SW CORNER
LOT 31, BLOCK 4
RAILROAD ADDITION

P.O.C.
SW CORNER
LOT 8, BLOCK 4
RAILROAD ADDITION

BASIS OF BEARING
ARKANSAS STATE PLANE
COORDINATE SYSTEM, CITY OF
BENTONVILLE, AR CONTROL
MONUMENTS (7 & 56).

SCALE 1"=30'

N 748,720.55
E 662,606.25

PARCEL #01-03806-000
ALTA VISTA LLC
P.O. BOX 1337
BENTONVILLE, AR 72712
LOT 5A, BLOCK 4
RAILROAD ADDITION

(1/2") F.I.P.

(1/2") F.I.P.

(1/2") F.I.P.

(1/2") F.I.P.

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(1/2") F.I.P.

(1/2") F.I.P.

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S86°59'20"E 80.10'

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PARCEL #01 03803 000
TAMMY SUN & PHIL LIBIN
402 SE B ST
BENTONVILLE, AR 72712
N/2 OF LOT 5, BLOCK 4
RAILROAD ADDITION

PARCEL #01 03802 000
MATTHEW & REBECCA KENDALL
REVOCABLE TRUST
250 SE B STREET
BENTONVILLE, AR 72712
LOT 23, BLOCK 4
RAILROAD ADDITION

DEEDS HELD
FENCELINE AS
BOUNDARY.
(2017 16136,
2017 057842)

PARENT DESCRIPTION (2017-16136)

A STRIP OF LAND 75 FEET WIDE OFF THE WEST SIDE OF LOTS 5 AND 8 IN BLOCK 4, RAILROAD ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS EXCEPT 80 FEET OFF THE NORTH END OF 75 FOOT STRIP ALSO LESS AND EXCEPT A PART OF THE WEST 75 FEET OF LOTS 5 AND 8 IN BLOCK 4 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN AN EXISTING FENCE LINE, WHICH LOCATED SOUTH 00°29'58" WEST 2.36 FEET FROM THE NE CORNER OF THE ABOVE DESCRIBED TRACT, SAID POINT BEING ON THE EAST PROPERTY LINE THEREOF, THENCE LEAVING SAID EAST PROPERTY LINE AND RUNNING ALONG SAID FENCE LINE SOUTH 89°40'58" WEST 6.99 FEET; THENCE ALONG SAID FENCE LINE SOUTH 00°19'02" EAST 63.30 FEET; THENCE ALONG SAID FENCE LINE NORTH 89°40'58" EAST 6.09 FEET TO THE EAST PROPERTY LINE; THENCE ALONG SAID EAST PROPERTY LINE NORTH 00°29'58" EAST 63.31 FEET TO THE POINT OF BEGINNING.

GRANTORS ALSO CONVEY TO GRANTEE ALL OF GRANTORS' RIGHTS UNDER A JOINT DRIVEWAY AGREEMENT, WHICH WAS FILED FOR RECORD MAY 21, 1992, IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, AS DOCUMENT NO. 92-30882.

TO HAVE AND TO HOLD THE SAME UNTO GRANTEE, AND GRANTEE'S SUCCESSORS AND ASSIGNS FOREVER, WITH ALL APPURTENANCES.

PARCEL #01 03804 000
CELIA SWANSON
209 SE 3RD STREET
BENTONVILLE, AR 72712
LOT 11, BLOCK 4
RAILROAD ADDITION

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.33'	N03°00'17"E
L2	5.46'	S88°01'31"E
L3	11.33'	S01°59'40"W

N 748,486.49
E 662,669.77

R.O.W. TO BE DEDICATED
PER THIS PLAT
856.14 SQ FT,
OR 0.02 ACRES

SITE ADDRESS:

207 S.E. 3RD STREET
BENTONVILLE, ARKANSAS
ATLAS PAGE = 403A



"Exhibit A"

PROPERTY DESCRIPTION (NEW LOT 31)

NEW LOT 31, BLOCK 4, RAILROAD ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF OLD LOT 8, BLOCK 4, RAILROAD ADDITION, THENCE NORTH 03°00'17" EAST 11.33 FEET TO THE POINT OF BEGINNING, THENCE NORTH 03°00'17" EAST 220.72 FEET; THENCE SOUTH 86°59'20" EAST 66.97 FEET; THENCE ALONG A FENCE, SOUTH 02°42'20" WEST 67.61 FEET; THENCE SOUTH 88°01'31" EAST 5.46 FEET; THENCE SOUTH 01°59'40" WEST 151.58 FEET TO THE EDGE OF RIGHT OF WAY OF SE "3" STREET; THENCE ALONG SAID RIGHT OF WAY, NORTH 88°14'24" WEST 75.47 FEET TO THE POINT OF BEGINNING, CONTAINING 0.363 ACRES MORE OR LESS.

GRANTORS ALSO CONVEY TO GRANTEE ALL OF GRANTORS' RIGHTS UNDER A JOINT DRIVEWAY AGREEMENT, WHICH WAS FILED FOR RECORD MAY 21, 1992, IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, AS DOCUMENT NO. 92-30882.

TO HAVE AND TO HOLD THE SAME UNTO GRANTEE, AND GRANTEE'S SUCCESSORS AND ASSIGNS FOREVER, WITH ALL APPURTENANCES.

PART OF LOT 5 AND 8, BLOCK 4,
CREATING LOT 31, BLOCK 4
IN RAILROAD ADDITION
BENTONVILLE, ARKANSAS

Property Line Adjustment		REVISIONS		
		No.:	BY:	DATE:
OWNER: TERLOUW FAMILY TRUST JONATHAN & LORI TERESA TERLOUW 207 SE 3RD STREET BENTONVILLE, AR 72712	#1	CITY	4/14/23	
SURVEYOR: 273-7988 OR 366-7988 DAVID B. PLATZ P.O. BOX 223 BENTONVILLE, AR 72712	DRAWN BY:	DATE:		
	DBP/ZHS	3/23/23		
	CHECKED BY:	JOB No.:		
		2023084		
		SCALE:		
		1"=30'		
		SHEET:		
		1		

BENTONVILLE PROJECT NUMBER: LS23-0017

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF A PORTION OF PREVIOUSLY UNPLATTED LAND AND LOT 8, BLOCK 4 OF RAILROAD ADDITION; CREATING NEW LOT 31, BLOCK 4 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS23-0017)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of A PORTION OF PREVIOUSLY UNPLATTED LAND AND LOT 8, BLOCK 4 OF RAILROAD ADDITION, creating new LOT 31, BLOCK 4 OF RAILROAD ADDITION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 6, 2023;

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

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

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

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

Section 1: That the lot split of A PORTION OF PREVIOUSLY UNPLATTED LAND AND LOT 8, BLOCK 4 OF RAILROAD ADDITION, creating new LOT 31, BLOCK 4 OF RAILROAD ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

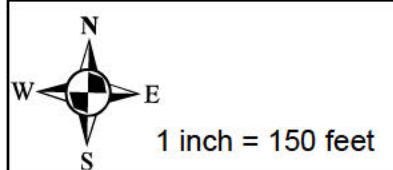
PASSED AND APPROVED this _____ day of _____, 2023

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



LS23-0020 5/16/23
LOT SPLIT
HAPPY HOME SUBDIVISION
LOT 6 CREATING LOTS 30-31



r:\-survey\23-021 nw 10th split\external references\23-021.sudwg - Plotted on 5/24/2023 10:42:25 AM @ a scale of 1:1 to autocad pdf (general documentation).pc3 by Kyle Rodgers

PARENT LOT 6
SURVEY DESCRIPTION

LOT 6, HAPPY HOME ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN AMENDED PLAT RECORD "C" AT PAGE 59.

FURTHER DESCRIBED AS BEGINNING AT A THE SW CORNER OF LOT 6; THENCE N 02°10'16" E 151.07' TO A FOUND PIPE; THENCE S 87°15'20" E 99.75' TO A FOUND PIPE; THENCE S 02°04'47" W 150.45' TO A FOUND PIPE; THENCE N 87°36'56" W 99.98' TO THE POINT OF BEGINNING, HAVING AN AREA OF 15,065 SQUARE FEET, 0.35 ACRES. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

NEW LOT 30
SURVEY DESCRIPTION

LOT 30, HAPPY HOME ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING FURTHER DESCRIBED AS COMMENCING FROM THE SW CORNER OF NEW LOT 6; THENCE N 02°10'16" E 4.67' TO THE POINT OF BEGINNING; THENCE N 02°10'16" E 146.40' TO A FOUND PIPE; THENCE S 87°15'20" E 49.87' TO A SET 5/8" IRON REBAR; THENCE S 02°06'43" W 146.03' TO A SET 5/8" IRON REBAR; THENCE N 87°41'10" W 50.02' TO THE POINT OF BEGINNING, HAVING AN AREA OF 7,300 SQUARE FEET, 0.17 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

NEW LOT 31
SURVEY DESCRIPTION

LOT 6B, HAPPY HOME ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING FURTHER DESCRIBED AS COMMENCING FROM THE SE CORNER OF LOT 6; THENCE S 02°04'47" W 4.79' TO THE POINT OF BEGINNING; THENCE N 87°41'10" W 49.96' TO A SET 5/8" IRON REBAR; THENCE N 02°06'43" E 146.01' TO A SET 5/8" IRON REBAR; THENCE S 87°15'20" E 49.87' TO A FOUND PIPE; THENCE S 02°04'47" W 145.65' TO THE POINT OF BEGINNING, HAVING AN AREA OF 7279 SQUARE FEET, 0.17 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

LOT 30 R/W DEDICATION
SURVEY DESCRIPTION

A PART OF THE NW1/4 OF THE NW1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF NEW LOT 6A; THENCE N 02°10'16" E 4.67' TO A POINT; THENCE S 87°41'10" E 50.02' TO A POINT; THENCE S 02°06'43" W 4.72' TO A POINT; THENCE N 87°36'56" W 49.99' TO THE POINT OF BEGINNING, HAVING AN AREA OF 235 SQUARE FEET, 0.01 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

LINE	BEARING	DISTANCE
L1	N 02°10'16" E	4.67'
L2	N 87°41'10" W	50.02'
L3	S 87°41'10" E	49.96'
L4	S 02°04'47" W	4.79'
L5	N 87°36'56" W	49.99'
L6	S 87°36'56" E	49.99'
L7	N 02°10'16" E	20.00'
L8	S 87°41'10" E	50.00'
L9	N 87°41'10" W	49.92'
L10	N 02°04'47" E	20.00'
L11	N 02°06'43" E	4.72'

500-20N-30W-0-30-440-04-1889



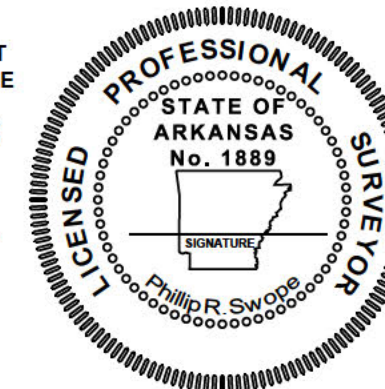
LOT SPLIT
FOR
SEVENTH LIVING LLC
801 NW 10TH ST
BENTONVILLE, AR 72717

PARCEL # 01-02774-000

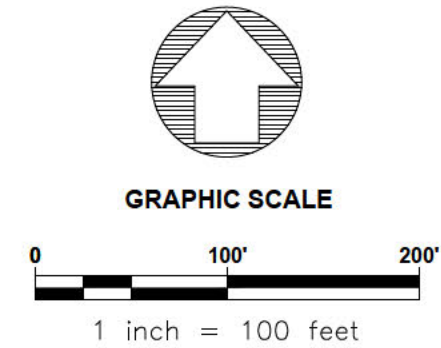
CERTIFICATE OF SURVEYING ACCURACY

I, PHILLIP R. SWOPE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET. DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1889
STATE OF ARKANSAS



“Exhibit A”



Recording Block

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

CERTIFICATE OF OWNERSHIP

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

Date: _____
Signed by: _____

NOTES:

- SURVEYOR # - (479) 877-7388
- CLIENT EMAIL - <munishekarraja@gmail.com>
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE
- THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT

CERTIFICATE OF APPROVAL

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

Date of Execution: _____

Signed: _____
Bentonville Planning
Commission Chairman

Signed: _____
Mayor City of Bentonville

Signed: _____
City Clerk

REVISION LIST

#	TITLE	DATE	NOTES:
1	RE-1	04/04/2023	1st Submittal
2	RE-2	04/14/2023	2nd Submittal
3	RE-3	05/10/2023	3rd Submittal

NOTARY

State of: _____

County of: _____

Subscribed and sworn before me this _____ day of _____, 2023.

Notary Public

My commission expires

SURVEYOR'S CERTIFICATION

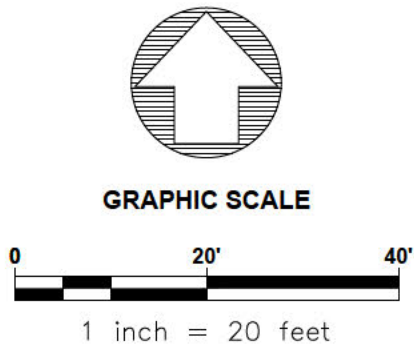
1. In providing this survey, no attempt has been made to show data concerning size, depth, condition, or capacity of underground utilities existing on site. Only visible utilities have been located on this survey.
2. No abstract of title nor title commitment, or results of a title search were furnished to the surveyor. All documents of record reviewed were provided by Benton County records. There may exist other documents of record that may affect this surveyed parcel.
3. No additional investigation or independent search by Swope Engineering has been made for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.

r:\survey\23-021 nw 10th split\external references\23-021su.dwg - Plotted on 5/24/2023 10:42:26 AM @ a scale of 1:1 to autocad pdf (general documentation).pc3 by Kyle Rodgers

SURVEYING SYMBOLS		
○ SET/FOUND REBAR	⊠ AIR CONDITIONER	⊕ POWER POLE
⊠ SET/FOUND MAG NAIL	⊠ CLEANOUT	⊕ SANITARY SEWER
⊠ SET/FOUND ALUM. MONUMENT	⊠ ELECTRIC BOX	⊕ SIGN
⊠ SET/FOUND COTTON SPINDLE	⊠ ELECTRIC METER	⊕ SEPTIC LID
▽ SET / FOUND PK NAIL	⊠ FENCE CORNER POST	⊕ STORM WATER
⊠ FOUND STONE	⊠ FIBER OPTIC VAULT	⊕ TELEPHONE PEDESTAL
⊠ STATE MONUMENT	⊠ FIRE HYDRANT	⊕ TRANSFORMER
⊠ FOUND PIPE	⊠ GAS METER	⊕ WATER METER
⊠ COMPUTED POINT	⊠ GAS VALVE	⊕ WATER VALVE
⊠ RAILROAD SPIKE	⊠ GAS RISER	
⊠ TEMP BENCH MARK (ELEV.)	⊠ GUY ANCHOR	
⊠ STAKE ON LINE	⊠ IRRIGATION CONTROL VALVE	
⊠ TREE	⊠ LIGHT POLE	
	⊠ MANHOLE	

FEATURE LINES		
— BOUNDARY LINE	— OVERHEAD POWER LINE	
— FORTY LINE	— FENCE	
— CENTERLINE OF ROAD	— FLOW LINE	
— RIGHT-OF-WAY		
— INGRESS & EGRESS EASEMENT		
— UTILITY EASEMENT		
— BUILDING SET BACK		
— FIELD MEASUREMENT		
(M) RECORDED MEASUREMENT		

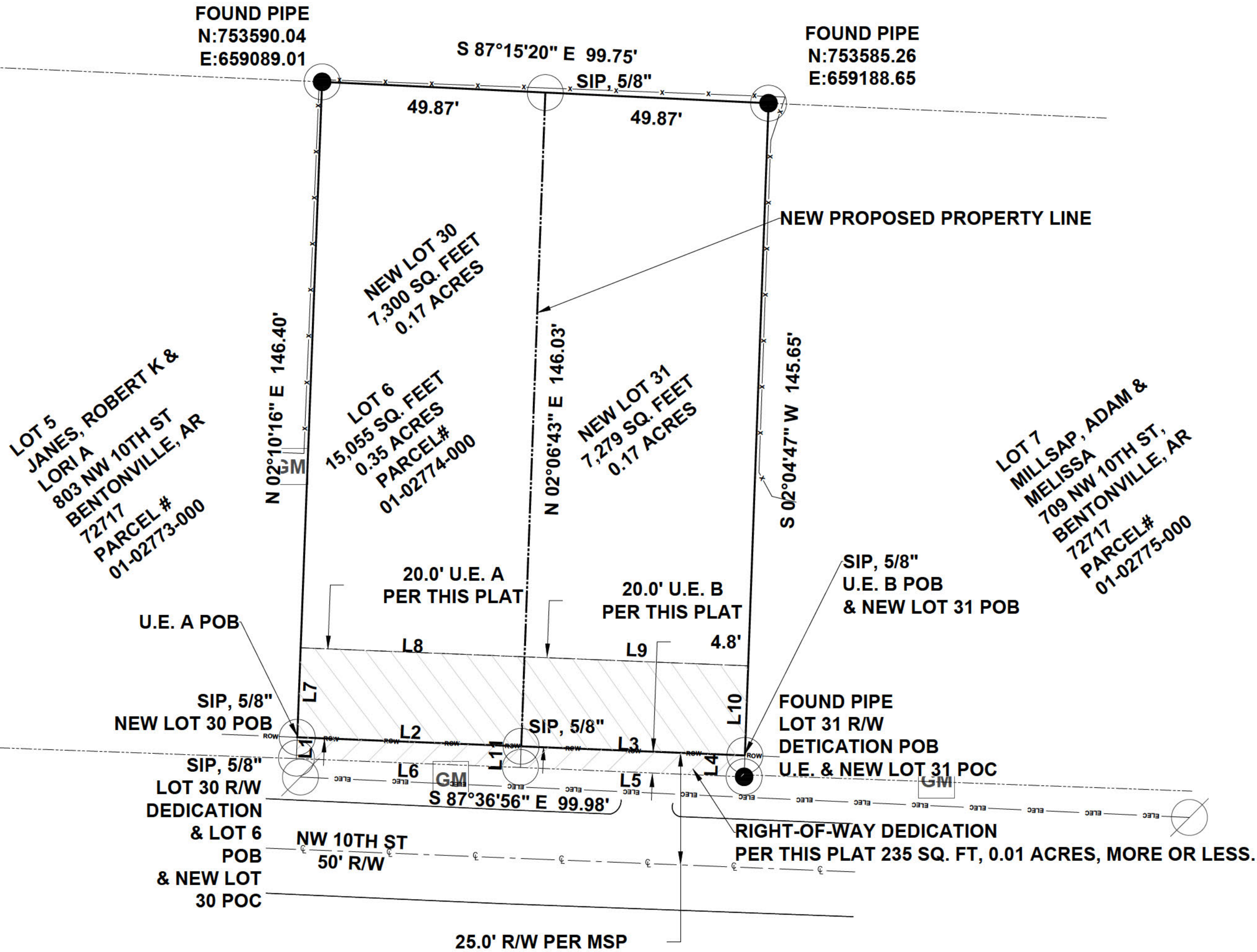
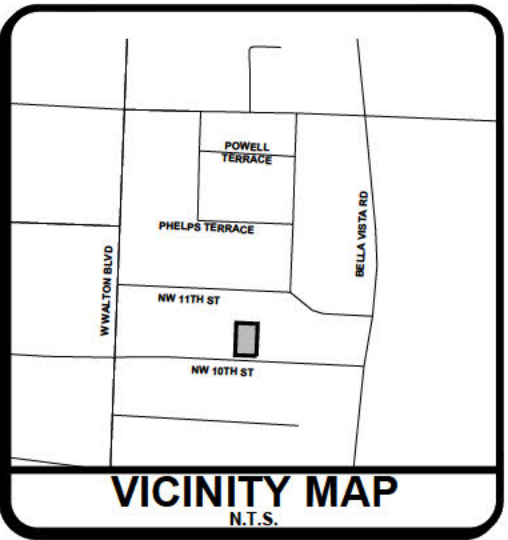
LOT SPLIT FOR LOT 6 OF HAPPY HOME SUBDIVISION CREATING NEW LOTS 30-31



“Exhibit A”

Recording Block

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.



SURVEYOR'S CERTIFICATION

1. In providing this survey, no attempt has been made to show data concerning size, depth, condition, or capacity of underground utilities existing on site. Only visible utilities and lines marked by the appropriate utility provider have been located on this survey.
2. No abstract of title nor title commitment, or results of a title search were furnished to the surveyor. All documents of record reviewed were provided by Benton County records. There may exist other documents of record that may affect this surveyed parcel.
3. No additional investigation or independent search by Swope Engineering has been made for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
4. This survey is valid only if the drawing includes the seal and signature of the surveyor.
5. Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.

FLOOD INFORMATION
This property lies in Zone 'X' (Special Flood Hazard Areas Inundated by 100-year Flood) as determined from the F.I.R.M. maps of Benton County, Arkansas, and Incorporated Areas, Map Number 05007C0090j, effective September 28th, 2007.

DN1 ZONING
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122



LOT SPLIT FOR
SEVENTH LIVING LLC
801 NW 10TH ST
BENTONVILLE, AR 72717
PARCEL # 01-02774-000

CERTIFICATE OF SURVEYING ACCURACY
I, PHILLIP R. SWOPE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.
DATE OF EXECUTION: _____
SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1889
STATE OF ARKANSAS



DRAWN BY: K.W.R.	JOB NUMBER: 23-021
SUBMITTAL DATE: 05/10/2023	CITY NUMBER: LS23-0020
DRAWING NAME: 23-021SU.dwg	
SHEET NUMBER: 2 OF 2	

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 6 OF HAPPY HOME
ADDITION; CREATING NEW LOTS 30 & 31 OF HAPPY HOME ADDITION TO THE
CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS23-0020)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 6 OF HAPPY HOME ADDITION, creating new LOTS 30 & 31 OF HAPPY HOME ADDITION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 6, 2023;

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

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

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

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

Section 1: That the lot split of LOT 6 OF HAPPY HOME ADDITION, creating new LOTS 30 & 31 OF HAPPY HOME ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Estrada

402 NW 7th Street

PC Date: 6/6/2023

Reviewer: Bradley Gavrielides, Planning Technician

Project Number	RZ23-0034
Applicant / Current Owner	Sand Creek Engineering / Alejandro & Cathy Estrada
Site Area	+/- 0.33 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Current Future Land Use Map Designation	Medium Density Residential (MDR)
Related projects	N/A

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

Location Map



Property Description

This property is located at 402 NW 7th Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family home. Adjacent zonings are all R-1, Low-density Single Family Residential except for one DN-2 property to the southeast across NW 7th Street.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Medium Density Residential (MDR) and is surrounded by Low-Density Residential. Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Public Comment

Staff has received public comment regarding this request. See attached.

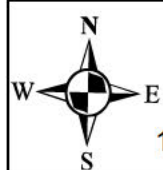
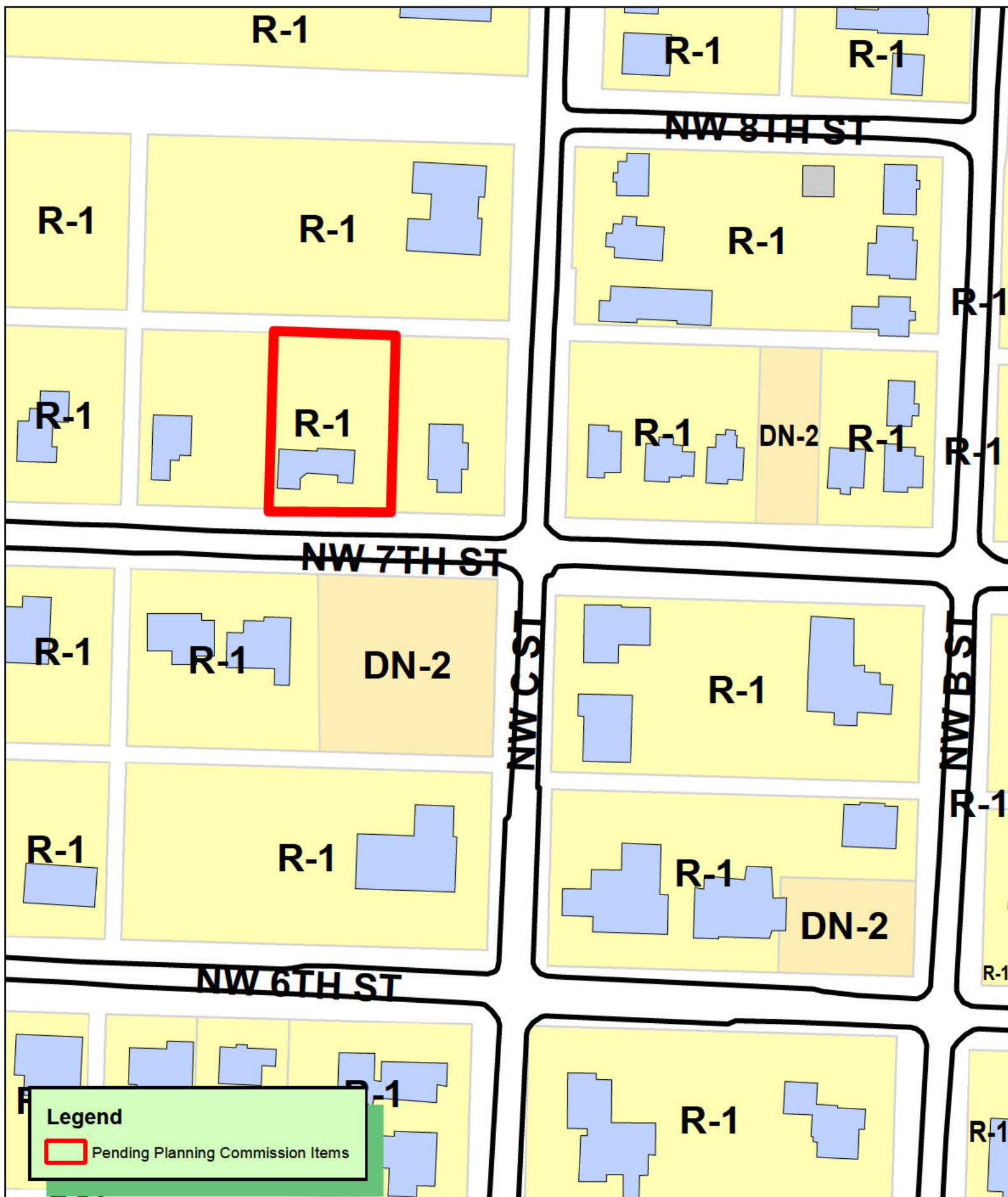
Analysis

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot, single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

The proposed zoning of DN-2 is consistent with the Future Land Use Plan and is compatible with the surrounding development patterns within this area of the city and support the requested change.

Conclusion

This request is consistent with the Future Land Use Plan and it is consistent with the uses of the surrounding zoning districts and development patterns located in the vicinity.



1 inch = 100 feet

RZ23-0034
REZONING R1 TO DN2
DEMINGS 2ND ADDITION
LOTS 17-18 BLOCK 28



Rezone Narrative

Owner: Alejandro Estrada
Address: 402 NW 7th St.
Bentonville, AR 72712

Current Zoning: R-1, Single Family Residential

Proposed Zoning: DN-2, Downtown Medium Density Residential

Owner: Alejandro Ulloa Estrada and Cathy Vanessa Estrada

Reason for rezone: Small-lot single-family development.

How will property relate to surrounding properties: The current surrounding properties are all zoned R-1, Single Family Residential and DN-2, Downtown Medium Density Residential.

Proposed Use: Downtown Medium Density Residential

Traffic: The current city infrastructure is adequate to accommodate the use. No significant impact is expected to traffic.

Signage: Any signage to comply with city ordinances and regulations. None planned.

Appearance: Small-lot single-family development.

Water and Sewer Availability: Water mains and 8" Sanitary system is available to serve the property. New water meters and sanitary service lines will need to be constructed.

NOTICE OF INTENT TO REZONE

Alejandro Estrada

_____ has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential

to

DN-2, Downtown Medium Density Residential

The legal description of the property is as follows:

Lot 17 & 18, Block 28, Deming's Second Addition, to the City of Bentonville, Arkansas, as shown on plat of record in plat book B, at page 24, plat records of Benton County, Arkansas.

The common description of the property is: 402 NW 7th Street

The public hearing will be held June 6, 2023 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

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

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

SEE Attached Document

Signature and Physical Address

Bentonville, Ar 72712

Bentonville, AR 72712

City of Bentonville
Notice of Intent to Rezone
402 NW 7th Street
Formal Response
June 1, 2023

We Object to the Proposed D-2 Rezoning Because:

1. We purposely chose to live in the R-1 neighborhood area of Bentonville for a purpose of not having D-2 High Density housing in our neighborhood.
2. Roads, infrastructure, bike and pedestrian traffic is already being stressed in the Bentonville Northwest quadrant of the city. More density will only add to the congestion and stress level.
3. The only real reason for rezoning to D-2, Downtown Medium Density in the residential zoned area is to make the financial numbers work for the developers. Higher density (larger houses/more houses) on a proposed lot. Most of the time these developers choose not to live in the congested areas they have created.
4. It is typical with construction of new housing, the normal practice is to cut down major mature trees leaving the lot stripped of the green space that once existed.

Lisa and Steve Lockwood

Bentonville, Arkansas 72712

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0034)

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

LOT 17 & 18, BLOCK 28, DEMING'S SECOND ADDITION, TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK B, AT PAGE 24, PLAT RECORDS OF BENTON COUNTY, ARKANSAS.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 6, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Richardson

605 SE C Street

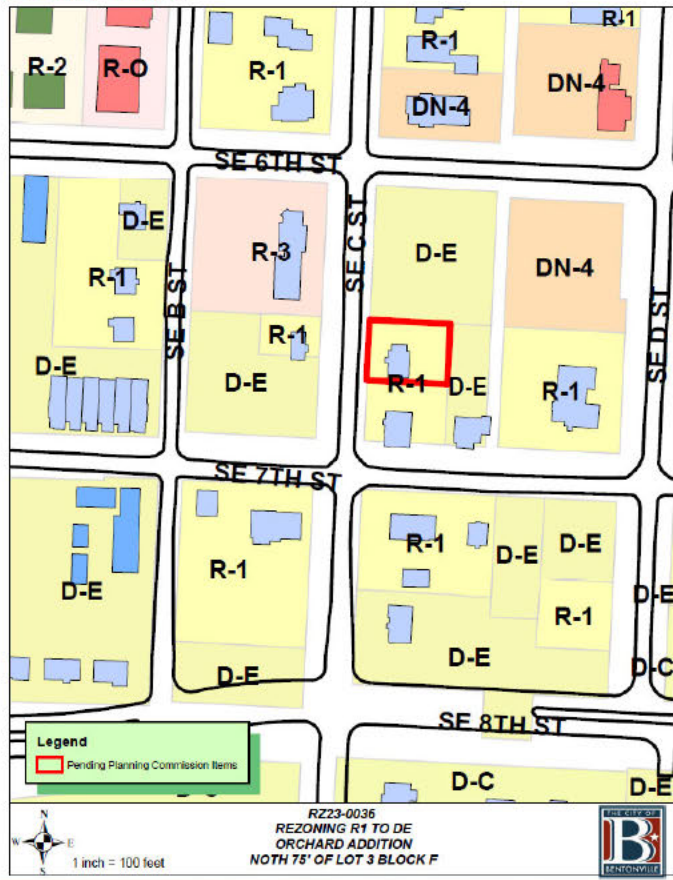
PC Date: 6/6/2023

Reviewer: Bradley Gavrielides, Planning Technician

Project Number	RZ23-0036
Applicant / Current Owner	Amanda & Donald Richardson
Site Area	+/- 0.17 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DE, Downtown Edge
Current Future Land Use Map Designation	Commercial (C)
Related projects	N/A

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

Location Map



Property Description

This property is located at 605 SE C Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family home. Adjacent zonings are R-1, Low-density Single Family Residential to the south, and DE, Downtown Edge on all other sides.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Commercial (C) and is majority surrounded by Downtown Edge. The Downtown Edge creates an area of transition between the Downtown Core with its retail emphasis and the lower density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. Developments that face primary streets have specific regulations pertaining to the relationship between the building and the street. The designated primary streets in the downtown districts are: Central Avenue, SW A Street, SW 8th Street, and S. Main Street. All other streets in the downtown districts shall be considered secondary streets.

Public Comment

Staff has NOT received public comment regarding this request.

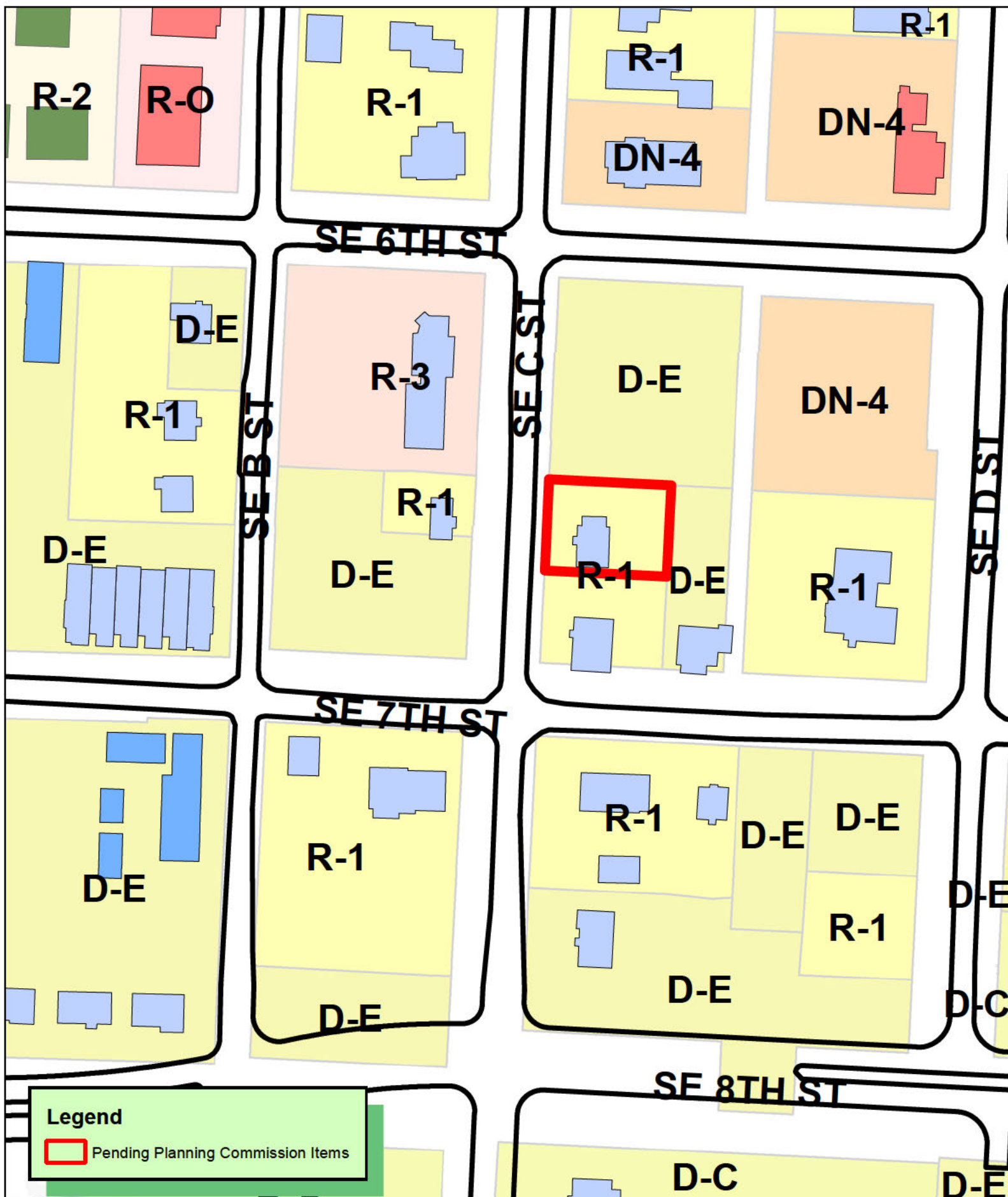
Analysis

The Downtown Edge creates an area of transition between the Downtown Core with its retail emphasis and the lower density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed use allows retail, commercial, office and residential uses on all floors. Live/work housing, personal services and small offices are strongly evident in this district. Buildings are spaced closely but are separated by setbacks.

The proposed zoning of DE is consistent with the Future Land Use Plan and is compatible with the surrounding development patterns within this area of the city and support the requested change.

Conclusion

This request is consistent with the Future Land Use Plan and it is consistent with the uses of the surrounding zoning districts and development patterns located in the vicinity.



Legend

 Pending Planning Commission Items


1 inch = 100 feet

RZ23-0036
REZONING R1 TO DE
ORCHARD ADDITION
NOTH 75' OF LOT 3 BLOCK F



April 24th, 2023

Planning Department

City of Bentonville

305 SW A Street

Bentonville, AR 727212

RE: Rezoning 605 SE C Street, Bentonville AR 72712

The current zoning at 605 SE C Street is R-1 and this is a request to rezone to D-E in accordance with the existing land use plan for the property. The proposed rezone is in order to develop a mixed use business development. The plan is to have a first floor boutique gift and décor retail and a separate tea, beer and wine bar. The second and third floor will be residential with a separate entry from the first floor.

This rezone will allow us to be compliant with the future land use plan and support the area for revenue and growth.

Thank you,

Don and Amanda Richardson

Able 2 Build, LLC

richardsonsoldit@gmail.com

479-903-6316

ORDINANCE NO. _____

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

(PROJECT NUMBER: RZ23-0036)

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

COMMENCING AT THE SW CORNER OF SAID LOT 3; THENCE NORTH 75 FEET,
THENCE EAST 100 FEET; THENCE SOUTH 75 FEET; THENCE WEST 100 FEET TO THE
PLACE OF BEGINNING.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 6, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING AND LAND USE MAP AMENDMENT STAFF REPORT



Beavers

2602 E Battlefield Blvd

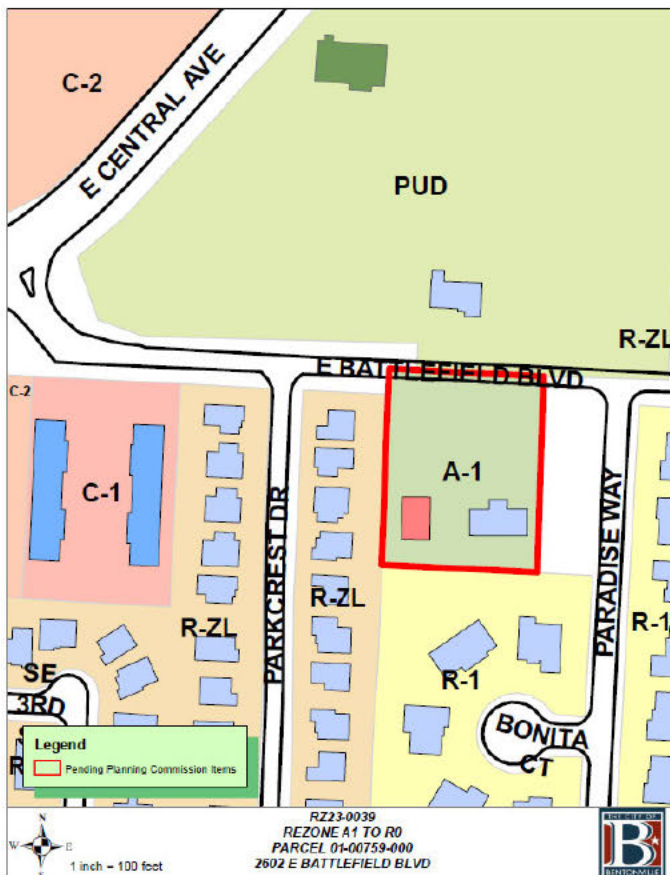
PC Date: 6/6/2023

Reviewer: Luke Aitken, Planning Technician

Project Number	RZ23-0039
Applicant / Current Owner	Will Kellstrom / Rosalie & Steven Beavers
Site Area	+/- 1.06 acres
Current Zoning	A-1, Agricultural
Requested Zoning	RO, Residential Office
Current Future Land Use Map Designation	Commercial (C)
Requested Future Land Use Map Designation	Office (O)
Related projects	N/A

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

Location Map



Property Description

This property is located at 2602 East Battlefield Blvd. It is currently zoned A-1, Agricultural. It contains an existing single-family home which has been used as an office building, and a detached garage. Adjacent zonings include R-1, Single Family Residential, to the south and east, R-ZL, Zero Lot Line to the west, and PUD, Planned Unit Development to the north across E Battlefield Blvd. The recently approved PUD zoning to the north will soon be developed with a mix uses ranging from rental housing to hotel and retail spaces.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Commercial (C) and is surrounded by Low-Density Residential designated property on all sides but the north, where the future land use plan recommends mixed use commercial.

Office areas include properties primarily dedicated to professional employment/office uses, but can accommodate accessory commercial uses such as restaurant, service, or convenience uses oriented to serving office tenants. These areas can include stand-alone office buildings or be designed as a multi-building office park or campus. These areas are considered lower intensity development, relative to other commercial areas.

Public Comment

Staff has NOT received public comment regarding this request.

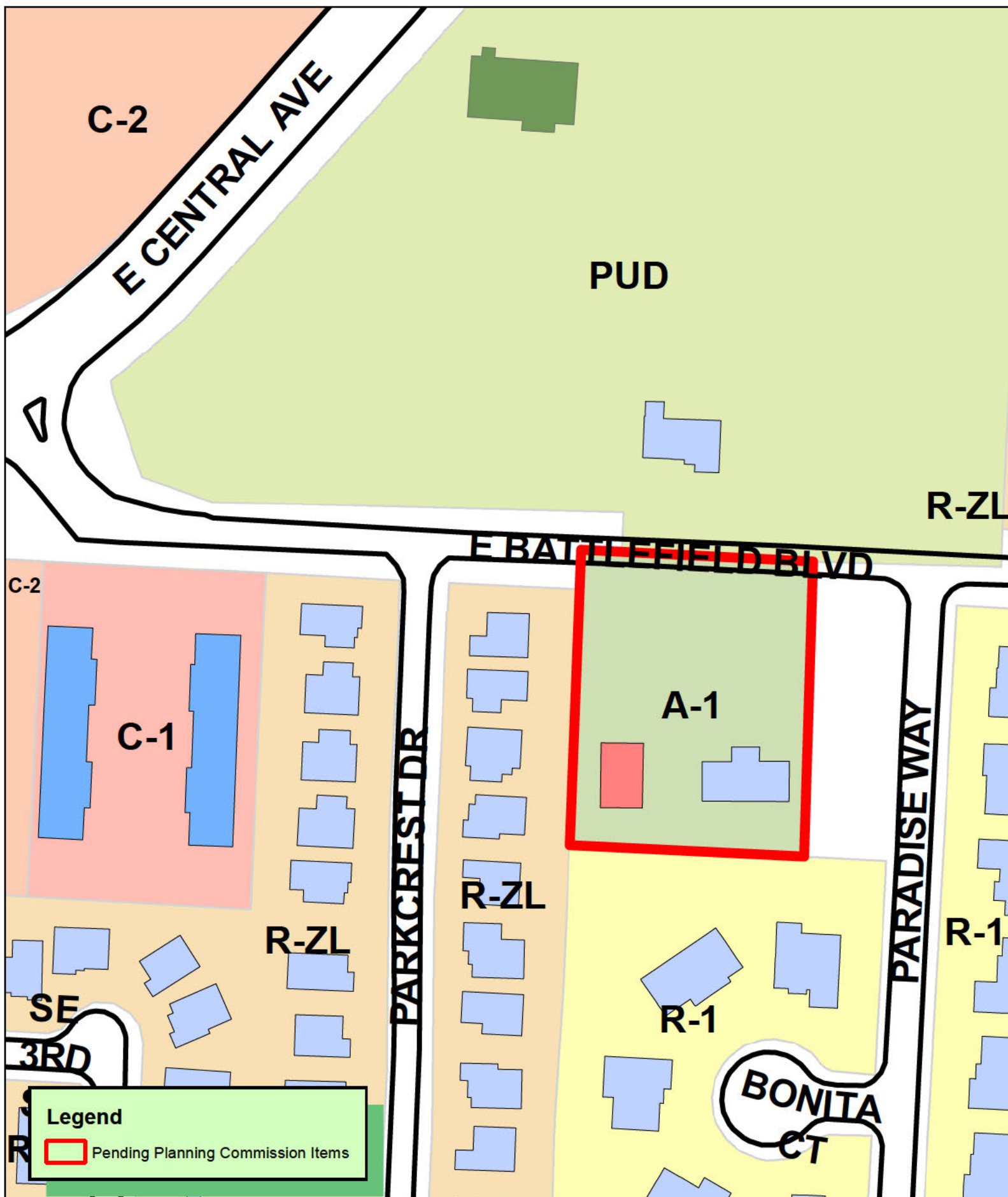
Analysis

The R-O District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities and compatible residential uses. It is further the intent of this district to establish a transition area where the continuation of residential activity is no longer practical between residential and nonresidential uses.

The proposed zoning of RO and the requested land use plan change are not consistent with the Future Land Use Plan but the proposed use is compatible with development patterns within this area of the city which lends some support to the requested changes. The application states that the intended use is for a real-estate office so the applicant could have applied for a C-1 or a C-2 zone and been consistent with the future land use map. Their approach allows them the flexibility of using the existing home as a residence or an office.

Conclusion

While this request is not consistent with the Future Land Use Plan, it is consistent with the uses of the surrounding zoning districts and development patterns located in the vicinity.



**WATKINS, BOYER,
GRAY & CURRY, PLLC**

ATTORNEYS AT LAW

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

WRITER'S DIRECT E MAIL
wkellstrom@watkinslawoffice.com

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

April 27, 2023

City of Bentonville
Planning Department
305 SW A Street
Bentonville, Arkansas 72712

**RE: Rezoning Parcel No. 01-00759-000 from A-1, Agriculture, to R-O, Residential Office;
Requesting Future Land Use Map (FLUM) Amendment from General Commercial to Office**

Dear Planning Staff:

My name is Will Kellstrom and I have been retained to assist the applicant, Rosalie and Steven Beavers, with respect to this rezoning request. The applicant is requesting that the property, Parcel No. 01-00759-000 (hereinafter "the Property"), be rezoned from A-1, Agriculture, to R-O, Residential Office.

A. Rezoning

The primary reason for this rezoning is to allow the Property to be used as an office for a real estate brokerage. The Property is currently zoned A-1, which does not contain Office as a permitted or conditional use. The Property is currently developed with a single residential home, that has historically been used as an office. The applicants would like to be able to rent the entirety of the home for usage as an office, but would like to retain the ability to use the home as a residence in the future.

The Property is adjacent to R-1 zoning to the south, R-ZL to the West, and the Uncommon Developers PUD to the North. The intent of R-O is provide office space which is compatible with nearby residential uses. Therefore, R-O is compatible with the adjacent residential uses by definition, and is further compatible with the mixed use development to the North.

The existing structure will remain largely unchanged in appearance and any additional

signage would be required to obtain all permitting necessary under Bentonville City Code. Because the use of the Property is remaining the same, it will not increase traffic, and there no new water or sewer modifications or connections anticipated.

B. FLUM Amendment

The Property is currently designated by the FLUM as “General Commercial”, and the Property is located in “Priority Area 2: Infill”, which allows only for C-1 and C-2. Therefore, a FLUM amendment to a designation of “Office” would be necessary for a rezoning to R-O.

The Office designation allows only for R-O, C-1, and C-2 in this location. Because R-O is a less intense use than both C-1 and C-2, a FLUM amendment to Office in this location would only add one new possible zoning, R-O, which is less intense than both of the zonings currently allowed. Accordingly, the proposed FLUM amendment here would be compatible with the FLUM designation which is currently in place, and would be compatible overall.

Thank you for considering this request for rezoning and future land use map amendment. If you have any questions, please contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:
pc:

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE
MAP FOR A SPECIFIC AREA FROM GENERAL COMMERCIAL TO OFFICE; AND
FOR OTHER PURPOSES.**

(PROJECT NUMBER: RZ23-0039)

WHEREAS, Rosalie & Steven Beaver, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of GENERAL COMMERCIAL to OFFICE, which property is described as follows:

PART OF THE E 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE NW 1/4 OF SAID SECTION 33 AND SOUTH 89°48'19" EAST 843.48 FEET FROM THE NW CORNER OF THE E 1/2 OF THE NW 1/4 OF SAID SECTION 33; THENCE ALONG SAID NORTHERLY LINE OF THE NW 1/4, SOUTH 89°48'19" EAST 188.85 FEET; THENCE SOUTH 01°16'20" EAST 240.60 FEET; THENCE SOUTH 89°47'57" WEST 193.35 FEET; THENCE NORTH 00°12'03" WEST 241.86 FEET TO THE POINT OF BEGINNING. SUBJECT TO COVENANTS, EASEMENTS AND RIGHT OF WAYS OF RECORD, IF ANY.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 6, 2023 at the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1,
AGRICULTURAL TO R-O, RESIDENTIAL OFFICE; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ23-0039)**

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

PART OF THE E 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE NW1/4 OF SAID SECTION 33 AND SOUTH 89°48'19" EAST 843.48 FEET FROM THE NW CORNER OF THE E 1/2 OF THE NW 1/4 OF SAID SECTION 33; THENCE ALONG SAID NORTHERLY LINE OF THE NW 1/4, SOUTH 89°48'19" EAST 188.85 FEET; THENCE SOUTH 01°16'20" EAST 240.60 FEET; THENCE SOUTH 89°47'57" WEST 193.35 FEET; THENCE NORTH 00°12'03" WEST 241.86 FEET TO THE POINT OF BEGINNING. SUBJECT TO COVENANTS, EASEMENTS AND RIGHT OF WAYS OF RECORD, IF ANY.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 6, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Campbell & Harper

548 SE C Street

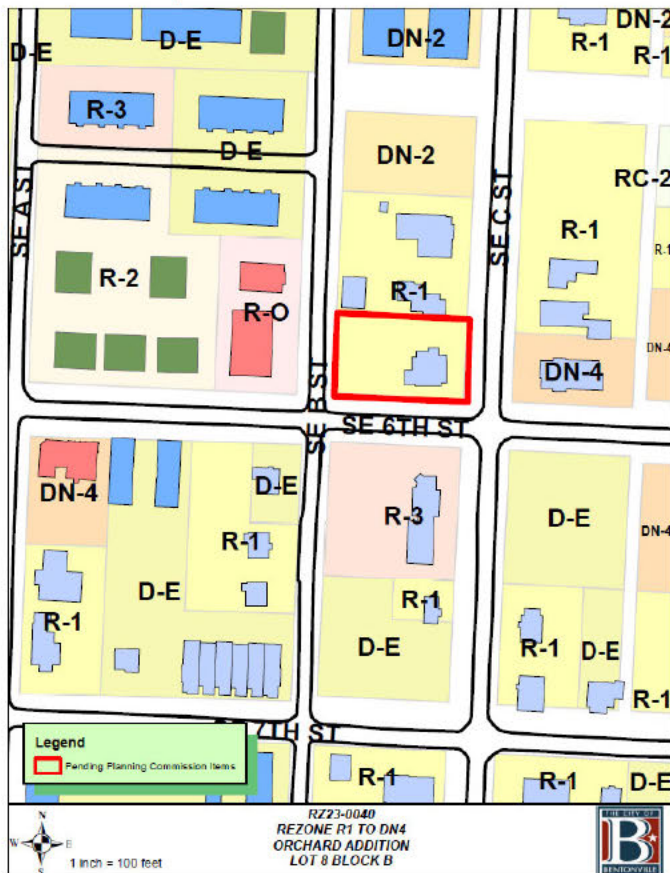
PC Date: 6/6/2023

Reviewer: Luke Aitken, Planning Technician

Project Number	RZ23-0040
Applicant / Current Owner	Will Kellstrom / Troy Campbell & Michelle Harper
Site Area	+/- 0.38 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-4, Downtown Mixed Use Residential
Current Future Land Use Map Designation	Downtown Commercial
Related projects	N/A

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

Location Map



Property Description

This property is located at 548 SE C Street. It is currently zoned R-1, Single Family Residential and features an existing single-family home. Adjacent zonings are R-1, Single Family Residential to the north, R-3, Medium Density Residential to the south, DN-4, Downtown Mixed-Use Residential to the east, and R-O, Residential Office to the west.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Downtown Commercial and is surrounded by property with the same land use designation.

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

The requested Downtown Commercial Future Land Use Designation is seen along SE 6th Street from S Main Street to SE E Street. This property is one of two remaining properties along SE 6th Street zoned as R-1, Low Density Single Family Residential, with all other properties along this street zoned for multifamily residential, office, or downtown commercial uses.

Public Comment

Staff has NOT received public comment regarding this request.

Analysis

The intent of the DN-4 district is to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand.

The proposed zoning of DN-4 is consistent with the Future Land Use Plan and compatible with the surrounding development patterns in this area of the city which lends support to the request.

Conclusion

This request is consistent with both the Future Land Use Plan for this area and the surrounding zoning districts and subsequent development patterns nearby.



**WATKINS, BOYER,
GRAY & CURRY, PLLC**

ATTORNEYS AT LAW

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

WRITER'S DIRECT E MAIL
wkellstrom@watkinslawoffice.com

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

April 27, 2023

City of Bentonville
Planning Department
305 SW A Street
Bentonville, Arkansas 72712

**RE: Rezoning Parcel No. 01-03544-000 from R-1, Low Density Residential to DN-4,
Downtown Mixed Use Residential**

Dear Planning Staff:

My name is Will Kellstrom and I have been retained to assist the applicants, Troy Campbell and Michelle Harper, with respect to this rezoning request. The applicant is requesting that the property, Parcel No. 01-03544-000 (hereinafter "the Property"), be rezoned from R-1, Low Density Residential to DN-4, Downtown Mixed Use Residential. The reason for this rezoning request is to bring the Property into compliance with Bentonville's Future Land Use Plan ("FLUP").

The requested zoning is in compliance with the FLUP. The FLUP designates this parcel, as well as the majority of this portion of 6th Street, as Downtown Commercial, which allows for DN-4 zoning. Accordingly, no FLUP amendment is necessary in order to rezone the Property to DN-4. There are several rezonings along SE 6th Street that provide precedent for zoning the Property to DN-4. The Property is one of the few parcels on 6th St. that remains low density single family, with the majority remainder of 6th St. between Main St. and SE E St. being zoned some kind of commercial, or downtown-higher-density zoning. Lastly, the property directly across the street, on the corner of SE C and 6th, was very recently rezoned to DN-4.

This rezoning will not increase traffic by an appreciable amount, no signage is contemplated, and the appearance of any development will conform to Bentonville's Downtown Design Codes. Lastly, an eight inch (8") gravity sewer line and a eight inch (8") water line are located along SE C St..

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

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:
pc:

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW
DENSITY SINGLE FAMILY RESIDENTIAL TO DN-4, DOWNTOWN MIXED-USE
RESIDENTIAL; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: RZ23-0040)

WHEREAS, Troy Campbell & Michelle Harper, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 8, BEING A REPLAT OF LOTS 6 & 7, BLOCK B, ORCHARD ADDITION, BENTONVILLE,
BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD 2014 AT PAGE 213.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 6, 2023 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL.

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

Section 1: That the above-described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Norbert Hay Jr.

3006 Southeast J Street

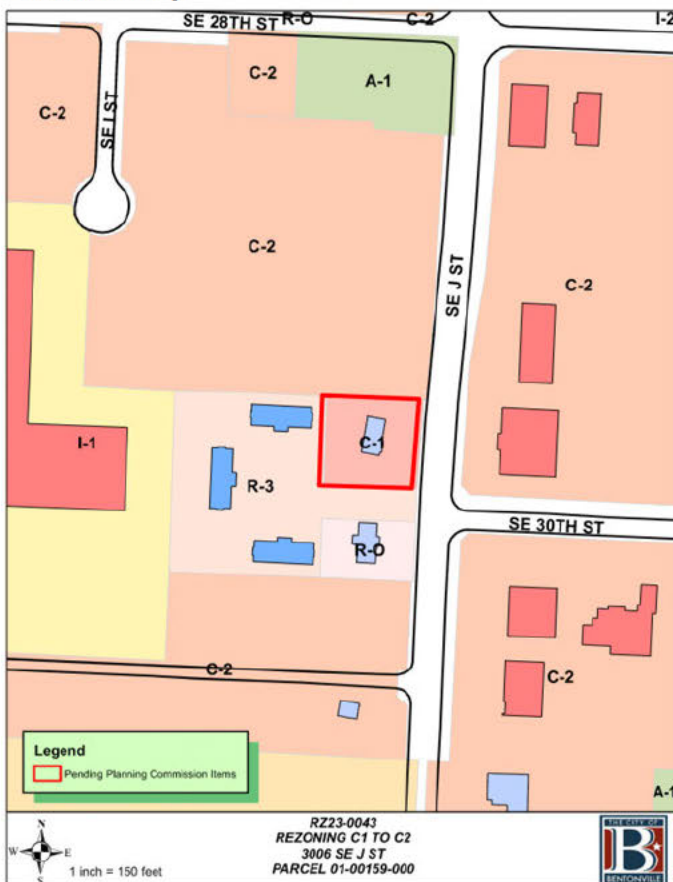
PC Date: 6/6/2023

Reviewer: Keegan Stanton, Senior Planner, AICP

Project Number	RZ23-0043
Applicant / Current Owner	Norbert Hay Jr.
Site Area	+/- 0.66 acres
Current Zoning	C-1, Neighborhood Commercial
Requested Zoning	C-2, General Commercial
Current Future Land Use Map Designation	Residential Estates (RE)
Requested Future Land Use Map Designation	General Commercial (C)
Related projects	N/A

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

Location Map



Property Description

This property is located at 3006 Southeast J Street. It is currently zoned C-1, Neighborhood Commercial. It contains an existing single-family home. Adjacent zonings include R-3, Medium-High Density Residential and C-2, Commercial.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Residential Estates (RE) and with Office (O), General Commercial (C), and High-Density Residential (HDR) in the area along this portion of the Southeast J Street corridor. The applicant has requested the General Commercial (C) land use classification.

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

Public Comment

Staff has NOT received public comment regarding this request.

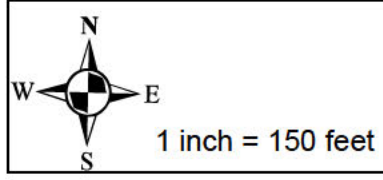
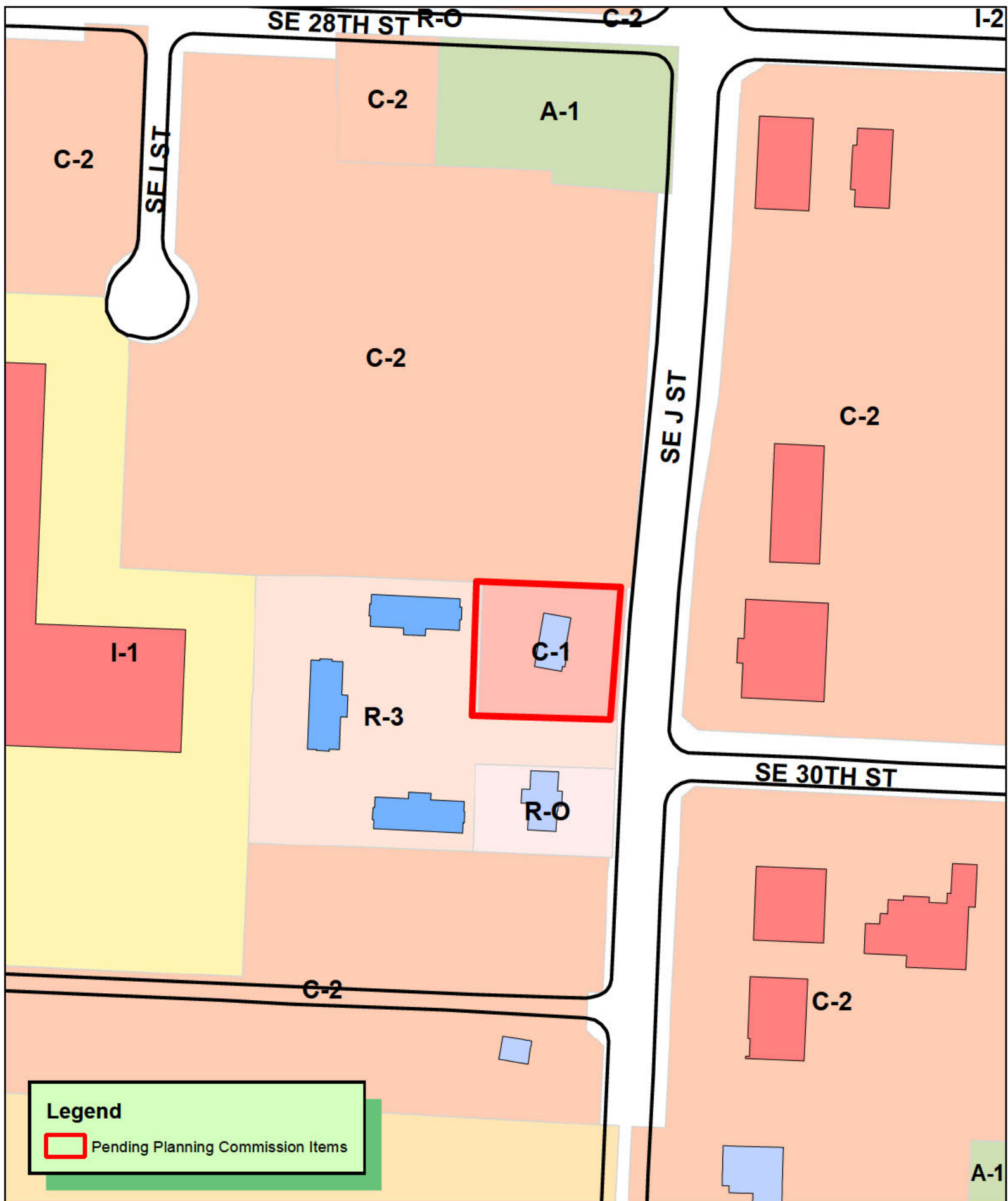
Analysis

The C-2 zoning district allows a broad set of both commercial and residential uses, and is typically deployed in areas designated for commercial development per the Future Land Use Plan. This district is also appropriate along arterial streets due to the high amount of traffic and overall streetscape. With J Street being classified as an arterial street, this zoning would be appropriate.

Existing C-2 zoning effectively surrounds this property, save the R-3/R-O residential development directly adjacent to the subject property to the South and West. C-2 zoning would generally coincide with existing zoning and uses in this area.

Conclusion

This request is not consistent with the Future Land Use Plan without the proposed plan amendment. Should Planning Commission vote to approve the plan amendment, planning staff would recommend approval of the rezoning request. Should Planning Commission not approve the plan amendment, planning staff would recommend the item be tabled to allow the applicant to amend their request.



RZ23-0043
REZONING C1 TO C2
3006 SE J ST
PARCEL 01-00159-000



May 2nd, 2023

Dear City of Bentonville Planning Department:

My name is Nikki Scheafbauer. I am a real estate agent for McGraw Realtors and am representing my client, Mr. Norbert Hay, who is planning on listing his property for sale at 3006 SE J Street, Bentonville, AR 72712.

His property is currently zoned as C-1. Norbert and I believe his property, being located close proximity to the new Walmart home office, would be a great spot for a multi-family property. We are visualizing a builder possibly building high end townhomes such as on B Street in Downtown Bentonville.

Behind this property are multi-family apartment complexes and believe a little south of his property on J Street may be zoned for future multi-family development.

Norbert would like to propose rezoning his property to C-2 to allow potential buyers for commercial or multi-family development. In addition, the property is currently listed as a residential estate for its current land use and the owner requests that it be changed to general commercial.

His property currently has city water and sewer.

Sincerely,

Nikki Scheafbauer,

Representing Mr. Norbert Hay

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE
MAP FOR A SPECIFIC AREA FROM RESIDENTIAL ESTATE TO GENERAL
COMMERCIAL; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: RZ23-0043)

WHEREAS, Norbert Hay Jr., duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of RESIDENTIAL ESTATE to GENERAL COMMERCIAL, which property is described as follows:

PART OF THE NE1/4 OF THE NW1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, DESCRIBED AS BEGINNING 660 FEET SOUTH OF THE NE CORNER OF SAID NE1/4 OF THE NW1/4; THENCE SOUTH 165 FEET, THENCE SOUTH 89 DEGREES 24 MINUTES WEST 212 FEET, THENCE NORTH 165 FEET, THENCE NORTH 89 DEGREES 24 MINUTES EAST 212 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT OF WAY OF S.E. "J" STREET ACROSS THE EAST SIDE THEREOF. LESS AND EXCEPT: STARTING AT A COTTON PICKER SPINDLE BEING USED AS THE CENTER NORTH SIXTEENTH CORNER OF SECTION 8; THENCE NORTH 87°35'48" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8 A DISTANCE OF 25.61 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 112 AS ESTABLISHED BY AHTD AFFIDAVIT DATED APRIL 6, 2004; THENCE NORTH 02°34'12" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 143.14 FEET TO A POINT; THENCE SOUTH 02°44'55" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 186.84 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 112 AS ESTABLISHED BY THE PLAT OF THOMPSON HILL ADDITION; THENCE NORTH 87°42'26" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 16.47 FEET TO A POINT; THENCE NORTH 02°17'55" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 172.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 112 AS ESTABLISHED BY AHTD JOB 009834 FOR THE POINT OF BEGINNING; THENCE NORTH 04°27'32" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 168.69 FEET TO A POINT; THENCE SOUTH 87°49'36" EAST A DISTANCE OF 11.49 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 112 AS ESTABLISHED BY AHTD AFFIDAVIT DATED APRIL 6, 2004; THENCE SOUTH 02°25'12" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 168.59 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 112 AS ESTABLISHED BY THE PLAT OF THOMPSON HILL ADDITION; THENCE NORTH 87°42'26" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 17.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES MORE OR LESS AS SHOWN ON PLANS PREPARED BY THE AHTD REFERENCED AS JOB 009834 SURVEY T-289.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 6, 2023 at the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF C-1, NEIGHBORHOOD COMMERCIAL TO C-2,
GENERAL COMMERCIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ23-0043)**

WHEREAS, Norbert Hay Jr., duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of C-1, NEIGHBORHOOD COMMERCIAL to C-2, GENERAL COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE NE1/4 OF THE NW1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, DESCRIBED AS BEGINNING 660 FEET SOUTH OF THE NE CORNER OF SAID NE1/4 OF THE NW1/4; THENCE SOUTH 165 FEET, THENCE SOUTH 89 DEGREES 24 MINUTES WEST 212 FEET, THENCE NORTH 165 FEET, THENCE NORTH 89 DEGREES 24 MINUTES EAST 212 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT OF WAY OF S.E. "J" STREET ACROSS THE EAST SIDE THEREOF. LESS AND EXCEPT: STARTING AT A COTTON PICKER SPINDLE BEING USED AS THE CENTER NORTH SIXTEENTH CORNER OF SECTION 8; THENCE NORTH 87°35'48" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8 A DISTANCE OF 25.61 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 112 AS ESTABLISHED BY AHTD AFFIDAVIT DATED APRIL 6, 2004; THENCE NORTH 02°34'12" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 143.14 FEET TO A POINT; THENCE SOUTH 02°44'55" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 186.84 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 112 AS ESTABLISHED BY THE PLAT OF THOMPSON HILL ADDITION; THENCE NORTH 87°42'26" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 16.47 FEET TO A POINT; THENCE NORTH 02°17'55" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 172.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 112 AS ESTABLISHED BY AHTD JOB 009834 FOR THE POINT OF BEGINNING; THENCE NORTH 04°27'32" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 168.69 FEET TO A POINT; THENCE SOUTH 87°49'36" EAST A DISTANCE OF 11.49 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 112 AS ESTABLISHED BY AHTD AFFIDAVIT DATED APRIL 6, 2004; THENCE SOUTH 02°25'12" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 168.59 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ARKANSAS HIGHWAY 112 AS ESTABLISHED BY THE PLAT OF THOMPSON HILL ADDITION; THENCE NORTH 87°42'26" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 17.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES MORE OR LESS AS SHOWN ON PLANS PREPARED BY THE AHTD REFERENCED AS JOB 009834 SURVEY T-289.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 6, 2023 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of C-1, NEIGHBORHOOD COMMERCIAL to C-2, GENERAL COMMERCIAL.

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

Section 1: That the above-described real property is hereby changed from its present zoning classification of C-1, NEIGHBORHOOD COMMERCIAL to C-2, GENERAL COMMERCIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Carmical

411 NW 5th Street

PC Date: 6/6/2023

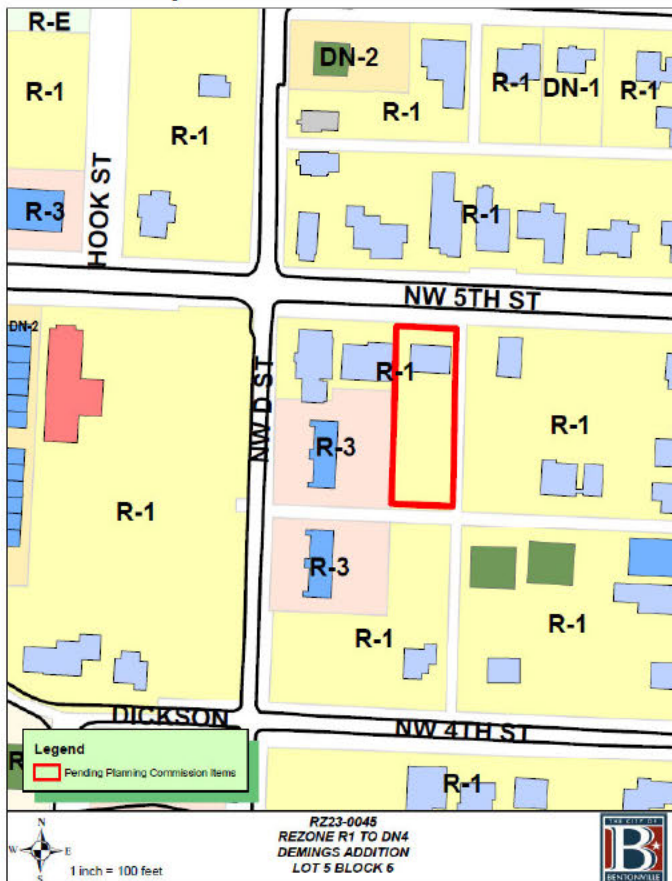
Reviewer: Bradley Gavrielides, Planning Technician

Project Number	RZ23-0045
Applicant / Current Owner	Mark Haney / Geraldine Carmical
Site Area	+/- 0.39 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Current Future Land Use Map Designation	High Density Residential (HDR)
Related projects	N/A

NOTE: THE APPLICANT AMENDED THEIR REQUEST MID MEETING FROM DN-4 DOWN TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL

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

Location Map



Property Description

This property is located at 411 NW 5th Street. It is currently zoned R-1, Single Family Residential. It contains an existing single-family home. Adjacent zonings are all R-1, Single Family Residential with a small R-3 property along the southwestern edge.

Relationship to the General Plan

The Future Land Use Plan depicts this property as High Density Residential (HDR) and is surrounded by High Density Residential (HDR) land use, though the properties are still single family currently.

High-density residential areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

Public Comment

Staff has NOT received public comment regarding this request.

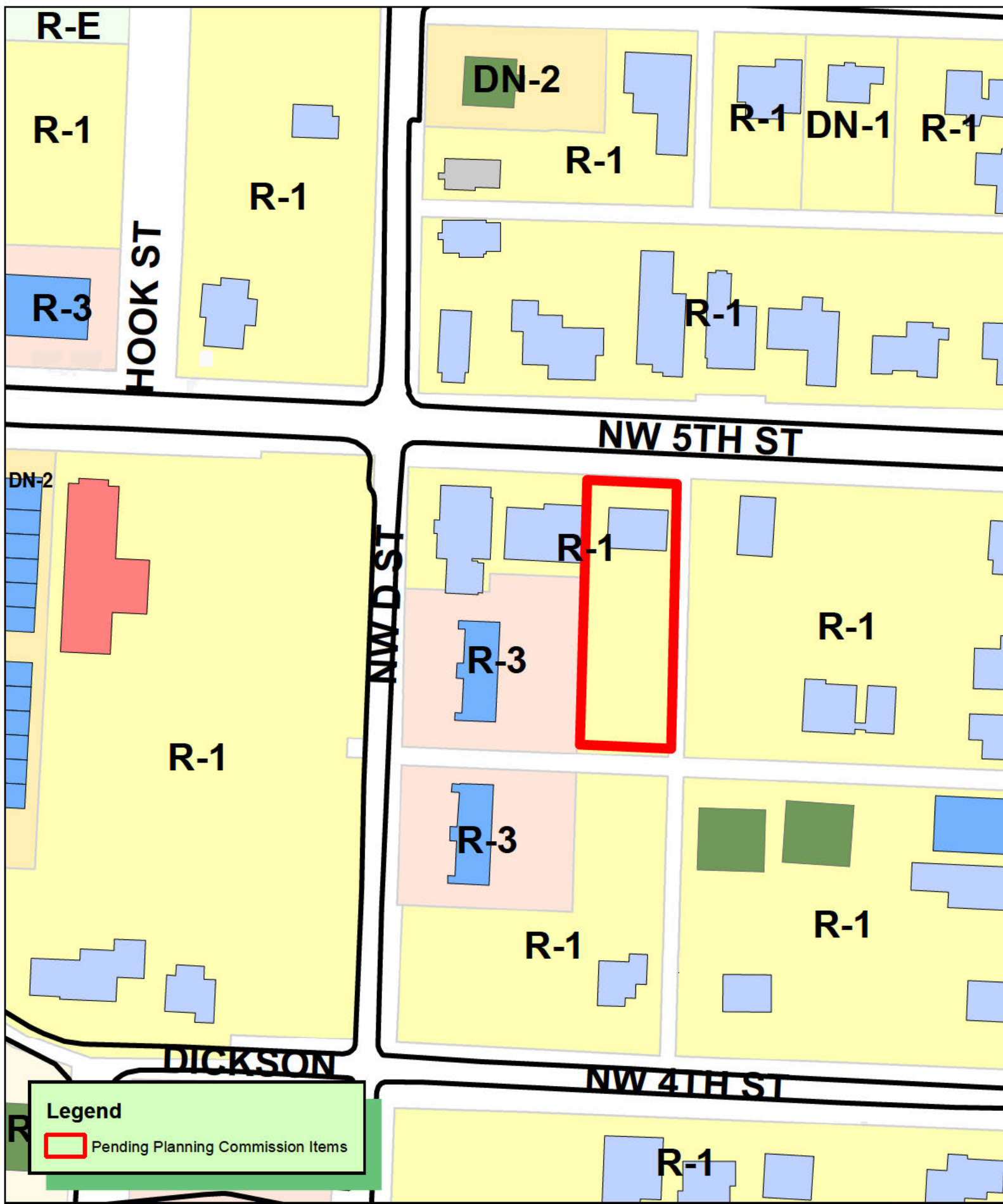
Analysis

The intent of the DN-4 district is to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand.

The proposed zoning of DN-4 is consistent with the Future Land Use Plan but is not compatible with the surrounding development patterns within this area of the city and support the requested change.

Conclusion

This request is consistent with the Future Land Use Plan but it is not consistent with the uses of the surrounding zoning districts and development patterns located in the vicinity.



Legend

Pending Planning Commission Items

1 inch = 100 feet

RZ23-0045
REZONE R1 TO DN4
DEMINGS ADDITION
LOT 5 BLOCK 6
77





April 28, 2023

To Whom It May Concern:

We are requesting a rezone from R-1 to DN-4 at 411 NW 5th St in line with the Bentonville land use plan for high density residential in this area. Neighboring parcels are a mix of single family, small multifamily, and townhomes. We may consider residential development in the future, in line with the land use plan and community goals.

We expect the traffic impact of future development to be minimal or even an improvement as we would likely activate the alley which is not currently in use.

Respectfully,
Mark Haney
479-381-1648

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW
DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY
RESIDENTIAL; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: RZ23-0045)

WHEREAS, Geraldine Carmical, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 5, BLOCK 6, DEMING'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "B" AT PAGE 6.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 6, 2023 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

PLANNED RESIDENTIAL DEVELOPMENT STAFF REPORT



Lightbox Townhomes

802 SE 8th Street

PC Date: 6/6/2022

Reviewer: Luke Aitken, Planning Technician

Project Number	PRD23-0002
Applicant	CEI Engineering / Michael Pedler – Lightbox @ Market, LLC
Site Area	+/- 0.61 acres
Current Zoning	DN-3, Downtown High Density Residential
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	High Density Residential (HDR)

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

Location Map



Property Description

This property is located at 802 SE 8th Street at the intersection of SE 8th Street and SE H Street and is currently zoned DN-3, Downtown High Density Residential.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as High Density Residential (HDR). These areas typically include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

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

Public Comment

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

Analysis

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

The intent of the PRD district is to encourage the use of Smart Growth principals and Traditional Neighborhood Design, to provide a variety of housing types and densities available to the general public, and to promote high quality residential developments while allowing greater flexibility in the design of such developments. The PRD shall produce: (1) a maximum choice in the types of environment and living units available to the public;

(2) a variety of housing types that effectively meets the varying price points of the community; (3) energy-efficient site design or building features; (4) a minimum of fifteen percent (15%) common, useable open space and recreation areas; (5) a pattern of development which preserves natural features and prevents soil erosion; (6) a creative approach to the use of land and related physical development; (7) efficient use of land resulting in smaller networks of utilities and streets and thereby lowering costs; (8) environment of stable character in harmony with the surrounding development; (9) efficient use of infrastructure, and, (10) high quality architectural design, placement, relationship and orientation of structures.

The applicant is proposing a Planned Residential Development (PRD) of approximately 0.61 acres consisting of 12 townhome style residential units featuring street facing porches and a shared driveway with rear loaded garages. The PRD adheres to the minimum open space requirements by allocating 15% of the site to common open space.

The PRD provides 18 parking spaces which is a 1.5:1 ratio. See the applicant's attachments for master plan, elevations, and architectural style. The applicant will not be installing street trees as part of this project as they will be installed by the city when they complete the 8th street widening project.

Waivers

There are two waivers requested for the project which Planning Staff supports:

1. Article 1100 Development Standards ∞ Section 1100.02 Access management Standards (a) Curb Cuts (3) Distance from Intersections
2. City of Bentonville Stormwater Management and Drainage Manual ∞ Section 3.5 Utilities Minimum drainage easement width shall be 20'. The applicant is requesting a 15' easement to the east be allowed instead, combining with an identical easement on the adjacent property, for a 30' wide total drainage easement.

Conclusion

Having a mix of housing types located near employment and retail centers helps to generally lower traffic impacts. The placement of the buildings closer to the street and the geographical location of the project at the corner of an arterial street intersection as well as the proximity of the project to the 8th street market and Momentary specifically, all add to the walkability and bike ability of the area.

This request is consistent with the density envisioned by Future Land Use Plan (High) and is consistent with the vision of the Bentonville Community Plan as it seizes an opportunity to capitalize on existing infrastructure and services to intensify new development that aligns with existing uses and is compatible with the character of surrounding areas.



Legend

 Pending Planning Commission Items


1 inch = 150 feet

PRD23-0002
PLANNED RESIDENTIAL DEVELOPMENT
LIGHTBOX TOWNHOMES





Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

3108 SW Regency Parkway
Bentonville, AR 72712
Office: 479.273.9472
ceieng.com

LIGHTBOX TOWNHOMES
PLANNED RESIDENTIAL DEVELOPMENT NARRATIVE
April 28, 2023

OWNER

Lightbox @ Market, LLC
1703 NW Angel Falls Rd.
Bentonville, AR 72712

PROPERTY INFORMATION

Address: 802 SE 8 th St	Parcel ID: 01-02611-000	Acreage: 0.29 acres
Address: 801 SE H St	Parcel ID: 01-02610-000	Acreage: 0.32 acres

PROJECT INFORMATION

Total Acreage	0.61 acres
Current Zoning	DN3 – Downtown High Density Residential
Proposed Zoning	PRD – Planned Residential Development
Current Land Use	High-Density Residential (two existing four-plexes)
Proposed Land Use	High-Density Residential

APPLICANT / REPRESENTATIVE

Chad Caletka
CEI Engineering
3108 SW Regency Pkwy.
Bentonville, AR 72712

PLANNED RESIDENTIAL DEVELOPMENT INTENT

CEI Engineering is pleased to present a proposed Planned Residential Development to the City of Bentonville for consideration on behalf of Lightbox @ Market, LLC. This site is located at 801 SE H ST. and 802 SE 8TH ST across from the Momentary and 8th Street Market, and ¼ mile from the new Walmart Headquarters. The proposed townhome development faces the upcoming 8th Street Corridor Improvements and is within the Downtown Intensification Growth Zone.

The requested PRD seeks additional flexibility in the design from the requirements outlined in the DN3 zoning to provide a mixture of unit types that generally meet townhome criteria for downtown neighborhoods. The development will provide 12 residential units in a compact footprint in an area of Bentonville experiencing rapid growth. The townhomes offer a variety of housing types with three options of floor plans for prospective buyers, articulated facades with porches facing an enhanced streetscape to improve the neighborhood character, a shared driveway with rear loaded garages to limit vehicular impacts, and is located in proximity to several nearby attractions and trail networks to promote walkability and cycling.

Request for Rezone

The property is currently zoned DN3 – High Density Residential. The request is to rezone to Planned Residential Development (PRD) to allow for design flexibility in lot widths and higher residential density. The goal for this development is to provide much needed housing in the area as well as adding to the neighborhood character of the 8th Street Corridor, nearby Market District, and broader Downtown Core.

How the Property will adhere to Smart Growth Principles & Traditional Neighborhood Design

The layout of the proposed development faces 8th Street and H Street with a 10' front setback to create a corner edge that is appropriate for the 8th Street Improvements and downtown neighborhood. Eight units face 8th Street to concentrate higher density on 8th and four units face H Street to reduce density in the neighborhood setting. All units have patios and balconies to create a lively and activated streetscape, and streetscape improvements are proposed on H Street to meet the *Master Street Plan* goals and to connect to the upcoming 8th Street improvements.

High quality architecture is planned to reflect the character of the nearby Momentary and 8th Street Market and to further add to the Market District sense of place. Garages are located on the rear of units and are accessed via a shared driveway access to reduce visual impacts of the vehicular areas. The townhomes are located around the auto court and maintain a 15% open space with a central courtyard available to residents.

The compact nature of the development and proximity to the 8th Street Market and Momentary, as well as the adjacent 8th Street bike lane, promote walkability and cycling with readily accessible multi-modal facilities which connect to the broader downtown area. In addition, the project is approximately ¼ mile from the upcoming Walmart Home Office, which provides the opportunity for short commuting distances.

How the Property will relate to surrounding properties

The proposed development faces the 8th Street Market and is walking distance from the nearby Momentary – the design aesthetic matches the character of these two developments, along with design features that contribute to neighborhood scale and character.

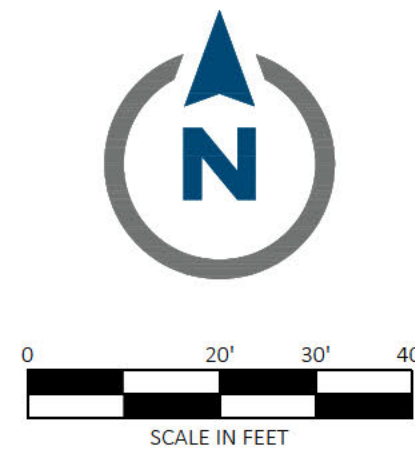
The density is concentrated along 8th Street and reduces on the H Street frontage to provide a transition to the neighborhood. Streetscape improvements are proposed on H Street, which tie into upcoming streetscape improvements along 8th Street. Landscape buffers (7 feet wide) are shown on the south and east property lines to provide a transition for the single family home to the south and the commercial property to the east.

PRD DEVELOPMENT STANDARDS

STANDARDS	REQUIRED	PROVIDED
Allowed Uses	Residential	Residential
Authorized Housing Types	Townhouses for Individual Sale	Townhouses for Individual Sale
Common Open Space	Minimum of 15% of Total Site Area	15% of Total Site Area
Land Area per Dwelling Unit	500 SF Per Dwelling Unit	500+ Per Dwelling Unit
Parking and Off-Street Loading	(3) Spaces per (2) Units = 18 Spaces	18 Min. Spaces Provided Building A, 1 car garage, (8) spaces total Building B, 2 car garages, (8) spaces total Uncovered Parking as shown in Site Plan

LOT AND AREA STANDARDS

Building Setbacks	
Front	10 feet
Side (Interior)	0 feet
Side (Exterior)	10 feet (Building A, west side)
Rear	0 feet
Building Height	40' Max. (3 stories)
Lot Size	784 square feet minimum
Lot Width	14' minimum
Lot Depth	56' minimum
Lot Coverage	50% total site coverage 85% maximum lot coverage
Density (Units Per Acre)	20 units per acre (12 units on 0.61 acres)
Street Width	H Street: 50' Local Downtown Right of Way per Master Street Plan 8 th Street: 92' Arterial Right of Way per 8 th Street Improvement Plans
Phasing	No Phased Construction



Know what's below.
Call before you dig.



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

LIGHTBOX @ MARKET, LLC.
LIGHTBOX TOWNHOMES
801 SE H ST. & 802 SE 8TH ST.
BENTONVILLE, AR

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	NLB
PROJECT MANAGER	CC
DESIGNER	EA
CEI PROJECT NUMBER	32799
DATE	5/9/2023
REVISION	REV-0

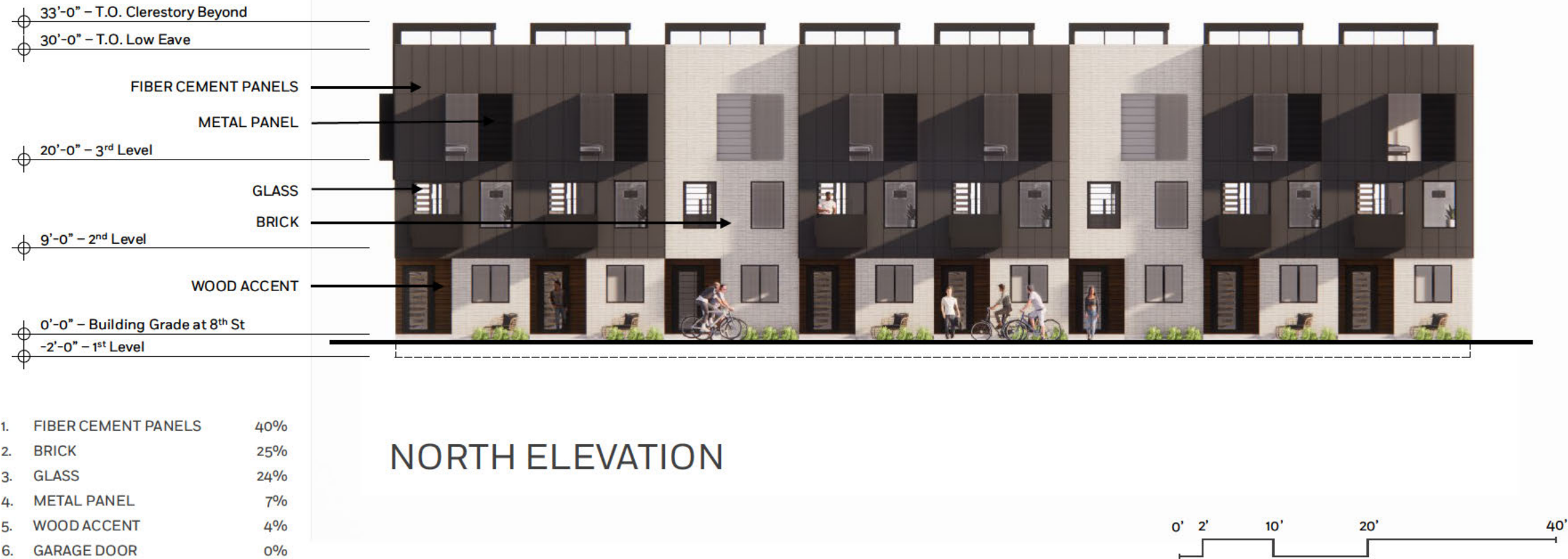
MASTER SITE PLAN
SHEET TITLE
SHEET NUMBER

PRD23-0003
C1

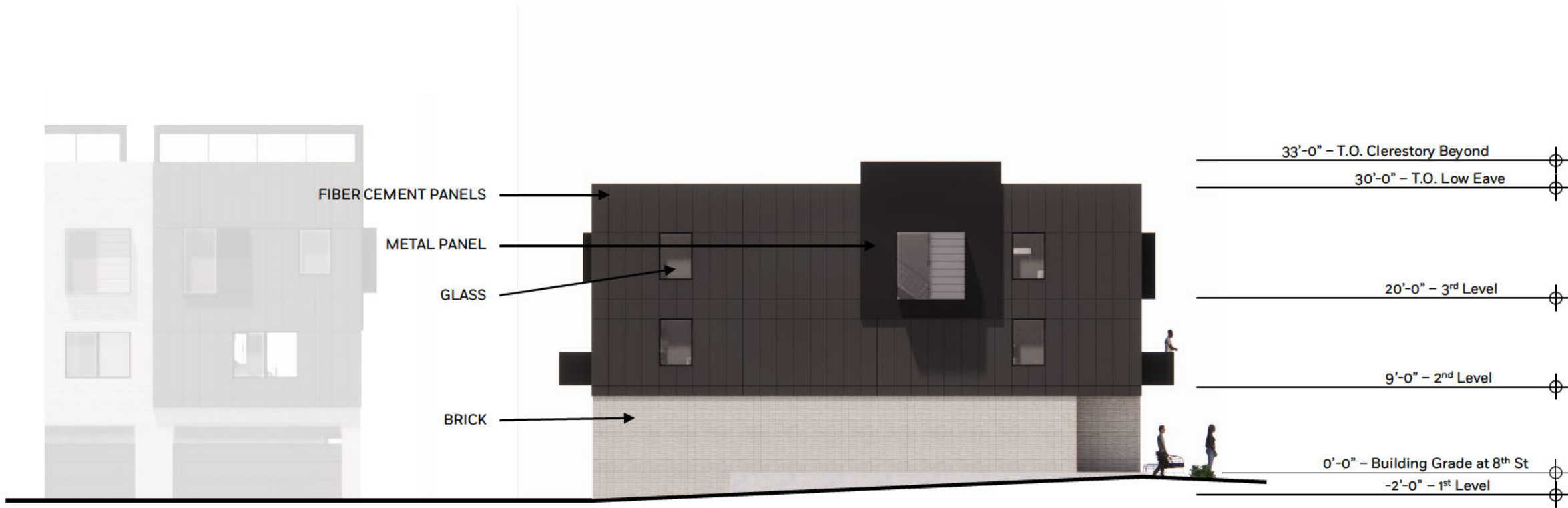


DRAWING LOCATION: P:\32000\32799\0\DRAWINGS\DESIGN\WORKING\32799-SP.DWG - SAVED BY: ATHURBER



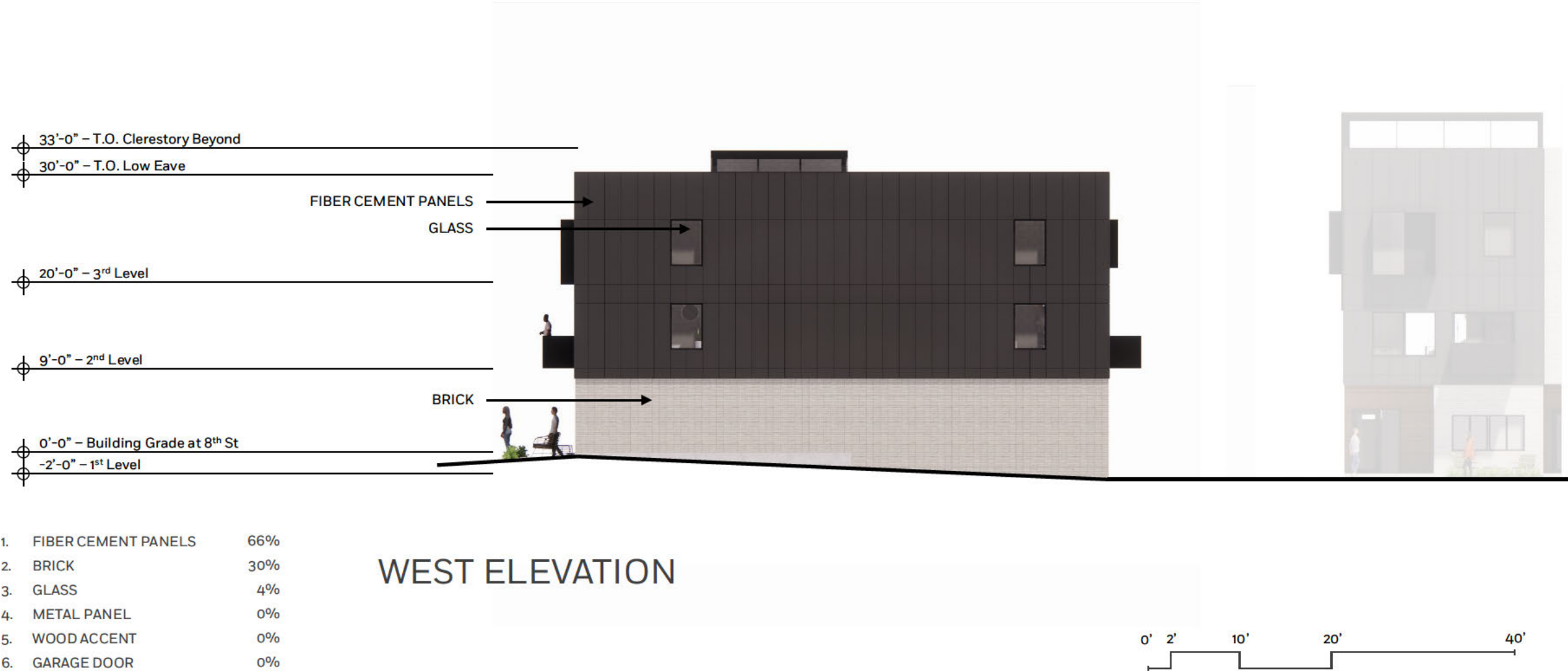






1.	FIBER CEMENT PANELS	53%
2.	BRICK	29%
3.	GLASS	6%
4.	METAL PANEL	12%
5.	WOOD ACCENT	0%
6.	GARAGE DOOR	0%

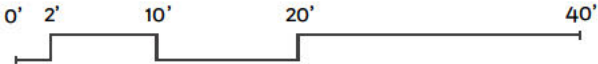
EAST ELEVATION





1.	FIBER CEMENT PANELS	27%
2.	BRICK	38%
3.	GLASS	22%
4.	METAL PANEL	6%
5.	WOOD ACCENT	7%
6.	GARAGE DOOR	0%

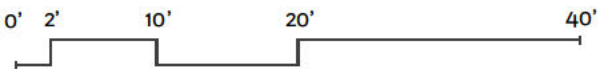
WEST ELEVATION

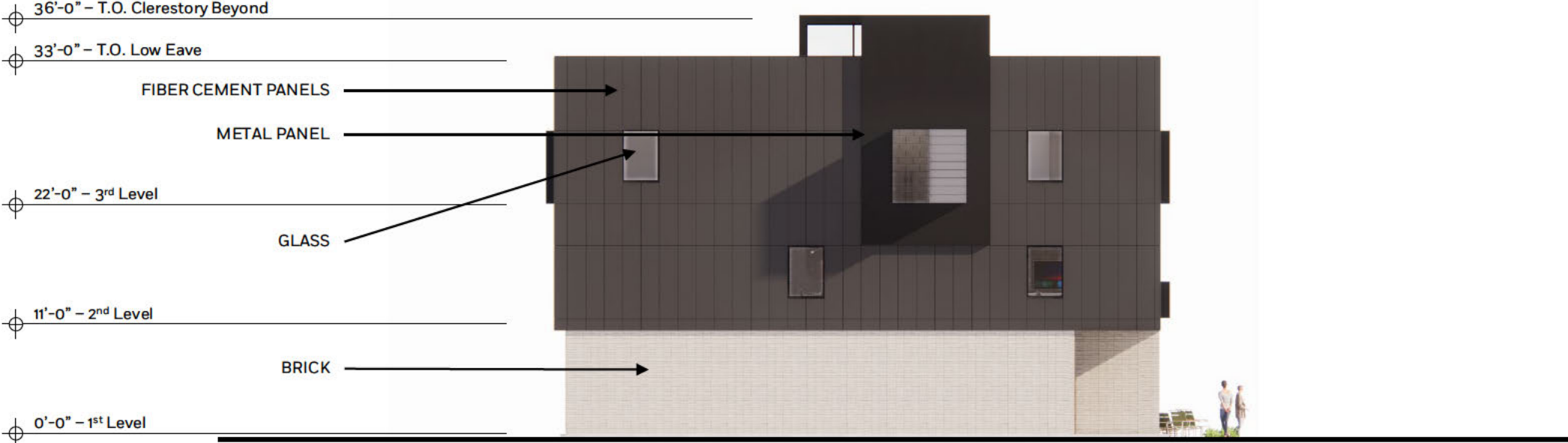




1.	FIBER CEMENT PANELS	30%
2.	BRICK	38%
3.	GLASS	11%
4.	METAL PANEL	3%
5.	WOOD ACCENT	0%
6.	GARAGE DOOR	18%

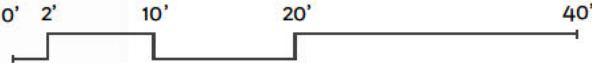
EAST ELEVATION

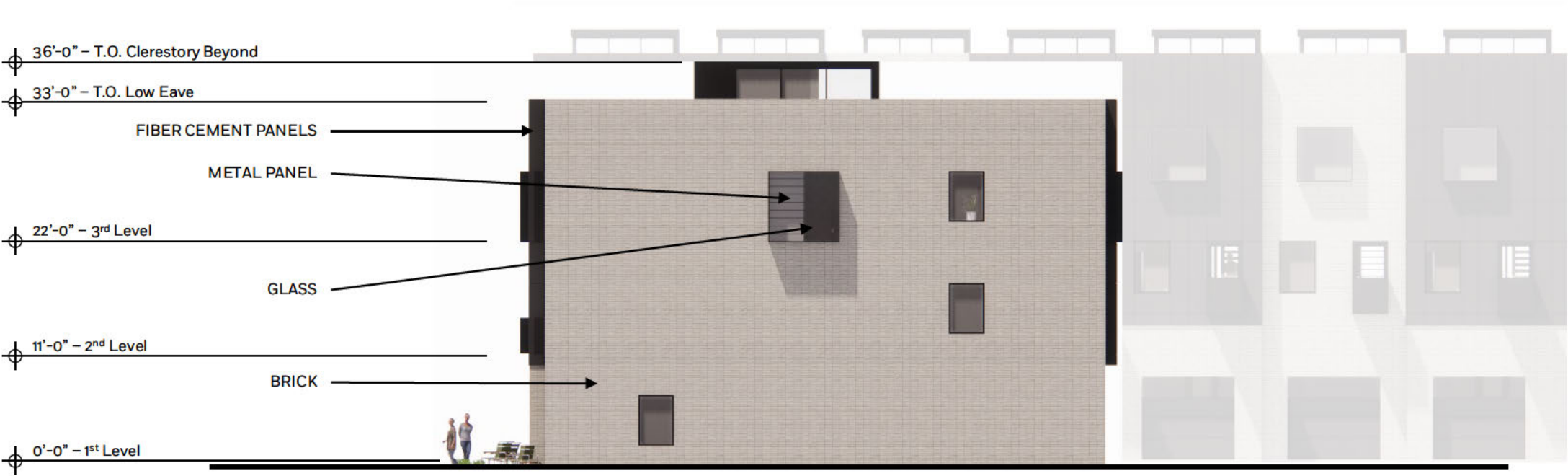




1.	FIBER CEMENT PANELS	58%
2.	BRICK	26%
3.	GLASS	5%
4.	METAL PANEL	11%
5.	WOOD ACCENT	0%
6.	GARAGE DOOR	0%

NORTH ELEVATION





1.	FIBER CEMENT PANELS	3%
2.	BRICK	91%
3.	GLASS	4%
4.	METAL PANEL	2%
5.	WOOD ACCENT	0%
6.	GARAGE DOOR	0%

SOUTH ELEVATION

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DN-3, DOWNTOWN
HIGH DENSITY RESIDENTIAL TO PRD, PLANNED RESIDENTIAL
DEVELOPMENT; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: PRD23-0002)

WHEREAS, Lightbox @ Market LLC, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 13 AND THE SOUTH 25 FEET OF LOT 14, BLOCK 5, FAIRFIELD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK O AT PAGE 351. SUBJECT TO EXISTING EASEMENTS, MINERAL RESERVATIONS, CONVEYANCES AND/OR LEASES, AND COVENANTS AND RESTRICTIONS OF RECORD, IF ANY.

AND

LOT 14, BLOCK 5, FAIRFIELD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK O AT PAGE 351, EXCEPT THE SOUTH 25 FEET THEREOF. SUBJECT TO EXISTING EASEMENTS, MINERAL RESERVATIONS, CONVEYANCES AND/OR LEASES, AND COVENANTS AND RESTRICTIONS OF RECORD, IF ANY.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 6, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; 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	6/13/2023
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 award Bid IFB-23-33 to Luttrell Enterprises for Code Compliance Mowing per the Unit Prices attached, on an as needed basis. This Contract will be for a one year term, renewable annually for a maximum term of three years. This was the sole bid received. 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) :	



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

Date of Bid Opening:	4/25/23	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-23-33
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Solicitation Title: Code Compliance Mowing Contract

		Bidder:	Luttrell Enterprises
Line Item	Description		Unit Price (Per Hour Cost)
1	Mowing / Debris Removal Services One (1) Lead Worker – Per Job Site/ Per Day, As Specified		\$65.70
2	Mowing / Debris Removal Services One (1) Additional Worker – Per Job Site/ Per Day, As Specified		\$49.28
3	Brush Hogging / Debris Removal Services One (1) Lead Worker – Per Job Site/ Per Day, As Specified		\$191.63
4	Brush Hogging / Debris Removal Services One (1) Additional Worker – Per Job Site/ Per Day, As Specified		\$65.70
		Total Bid Price	\$372.31

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

RESOLUTION NO. _____

**A RESOLUTION AWARDDING BID IFB-23-33 TO LUTTRELL ENTERPRISES, FOR
MOWING SERVICES NEEDED ON CODE ENFORCEMENT CASES; AND FOR OTHER
PURPOSES.**

WHEREAS, Luttrell Enterprises is the sole bidder for bid IFB-23-33;

WHEREAS, this contract covers the mowing cost per unit to be used on an as needed basis;
and

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Luttrell Enterprises, for mowing and debris removal services, on per unit as needed basis;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Water/Sewer Rehab
Submitted by	Preston Newbill
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):					
Resolution to award IFB-23-38 Indefinite Delivery, Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work to SY CON Excavation and Utilities per the Unit Prices attached, for a Contract amount not to exceed \$500,000.00. This was the sole bid received. No Budget Adjustment is needed. Utility Board Approved 5-0.					

Estimated Cost	\$500,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



Memo



To: City Council, Mayor Orman
From: Preston Newbill
CC: Mike Bender, Kevin Alsup
Date: June 13, 2023
Re: Resolution to Award Bid IFB-23-38

Resolution to award IFB-23-38 Indefinite Delivery, Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work to SY CON Excavation and Utilities per the Unit Prices attached, for a Contract amount not to exceed \$500,000.00. This Contract will be for a one year term (re-bid annually based on City needs). The estimated cost reflected in this Agenda Item is representative of the Water and Sewer Rehab Department's maintenance budget for 2023.

Due to the regular maintenance associated with our water distribution and wastewater collection system exceeding our existing staff's ability to meet the demand it has become necessary to bid out predetermined job duties. The IDIQ contract associated with this Resolution gives us the ability to contract out those job duties allowing us to meet the demands of our systems. This will be paid for out of our annual budget maintenance account in water and sewer rehab. We have estimated \$150,000 for water and \$50,000 for sewer rehab. Depending on the success of this option we may come back and ask for a budget adjustment adding to the maintenance account from the utility fund to complete the work needed.

Thank you for your consideration of this request.



MEMORANDUM

LEGAL DEPARTMENT - PURCHASING

FROM: Gladys Shoemake, Purchasing Manager

DATE: May 24, 2023

RE: IFB-23-38 IDIQ – WATER AND SEWER MAINTENANCE WORK BID AWARD

The IFB-23-38 Bid Award for Water and Sewer Maintenance Work represents our initiative to implement more city-wide solutions instead of department specific solutions.

IDIQ stands for “Indefinite Delivery, Indefinite Quantity”, meaning that the Contract is used on an as needed basis per the Unit Prices submitted in the Bid.

The IFB-23-38 Contract has a Not to Exceed amount set at \$500,000.00. This means that the total payments to the Contractor during the one-year term, city-wide, cannot exceed \$500,000.00 without an amendment approved by Council. Each Department will have access to use this Contract based on their Departmental needs and budgets.

The lead Departments on this solicitation were the Water and Sewer Rehab Departments, and as such they are bringing the Bid Award forward for approval. The Estimated Cost in their Agenda Item represents maintenance budget amounts for 2023.

Additional IDIQ contract types are under review in our Department for future use, and a Sidewalk and Concrete IDIQ contract is out for re-bid currently.

Please contact me with any questions.

Thank you,

Gladys Shoemake

(479) 271-3115

gshoemake@bentonvillear.com

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT					
FORMAL SEALED BID TABULATION					
Date of Bid Opening:	5/16/2023	Time of Bid Opening:	2:00 PM	Solicitation ID Number:	IFB-23-38
Solicitation Title: IDIQ Water and Sewer Maintenance Work					
Bidder: SY CON Excavation & Utilities					
BID ITEM	EST. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Unit Prices: Demolition					
1	1,500	SY	4" concrete demolition, including haul off	\$45.00	\$67,500.00
2	1,000	SY	6" concrete demolition, including haul off	\$50.00	\$50,000.00
3	2,000	SY	2-6" asphalt demolition, including haul off	\$30.00	\$60,000.00
4	1,000	SY	6"+ asphalt demolition, including haul off	\$40.00	\$40,000.00
5	1,000	LF	Curb and gutter demolition, including haul off	\$60.00	\$60,000.00
Unit Prices: Surface Repair Work					
6	4,000	SY	Seed and straw (Seed rate of 8 pounds per 1,000 square feet)	\$8.00	\$32,000.00
7	3,000	SY	Furnish and Install Sod (Fescue)	\$6.00	\$18,000.00
8	500	SY	Furnish and Install Sod (Zyosia)	\$34.00	\$17,000.00
9	5,000	SY	Furnish and Install Sod (Bermuda)	\$8.00	\$40,000.00
10	3,500	SY	Furnish and install topsoil 4"- Over 200 SY	\$4.50	\$15,750.00
11	5,000	SY	Furnish and install topsoil 4" Under 200 SY	\$10.60	\$53,000.00
Unit Prices: Road Repair					
12	5,500	SY	Asphalt Repair (cold mix per BWU) (include Class 7 base and compaction)	\$30.00	\$165,000.00
Unit Prices: Concrete Work					
13	1,000	LF	Construct curb and gutter per Street Specifications (include base in price)	\$120.00	\$120,000.00
14	500	SY	Construct sidewalks per Street Specifications (include base in price)	\$122.00	\$61,000.00
15	100	SY	Construct driveways (include base in price)	\$145.00	\$14,500.00
Unit Prices: Water Service Installation (all taps performed by BWU)					
16	100	EA	Furnish and Install New Water Service Single 5/8" w/ Long Side	\$1,140.00	\$114,000.00
17	120	EA	Furnish and Install New Water Service Double 5/8" w/ Long Side	\$1,240.00	\$148,800.00
18	20	EA	Furnish and Install New Water Service 1" w/ Long Side	\$1,382.00	\$27,640.00
19	5	EA	Furnish and Install New Water Service 2" w/ Long Side (per BWU detail)	\$3,960.00	\$19,800.00
20	100	EA	Furnish and Install New Water Service Single 5/8" Main Side	\$900.00	\$90,000.00
21	120	EA	Furnish and Install New Water Service Double 5/8" Main Side	\$900.00	\$108,000.00
22	20	EA	Furnish and Install New Water service 1" Main Side	\$950.00	\$19,000.00
23	5	EA	Furnish and Install New Water service 2" Main Side (per BWU Detail)	\$3,860.00	\$19,300.00
Unit Prices: Water Service line replacement (Corporation and Meter Setter to remain)					
24	500	LF	Furnish and Install New service line 1", Main side	\$10.00	\$5,000.00
25	500	LF	Furnish and Install New service line 1", Long Side	\$12.00	\$6,000.00
26	100	LF	Furnish and replace private water service 1" (licensed Plumber required)	\$27.00	\$2,700.00
27	100	LF	Furnish and replace private water service 3/4" (licensed Plumber required)	\$27.00	\$2,700.00
Unit Prices: Miscellaneous Installations and replacement					
28	10	EA	Furnish and Install 18" Meter tile and lid	\$340.00	\$3,400.00
29	5	EA	Furnish and Install 18" lid replacement	\$200.00	\$1,000.00
30	10	EA	Furnish and Install 18" DFW load rated meter tile	\$367.00	\$3,670.00

BID ITEM	EST. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Unit Prices: Miscellaneous Installations and replacement continued					
31	5	EA	Furnish and Install 18" DFW load rated polymer lid	\$240.00	\$1,200.00
32	5	EA	Furnish and Install 24" x 30" meter tile and lid	\$700.00	\$3,500.00
33	50	EA	Adjust Elevation of meter tile and setter	\$160.00	\$8,000.00
34	25	EA	Adjust valve boxes (up to 6")	\$350.00	\$8,750.00
35	10	EA	Adjust valve boxes (additional 6" increments, first 6" paid for using the Unit Price above)	\$725.00	\$7,250.00
36	40	EA	Furnish and replace fire hydrant	\$4,900.00	\$196,000.00
37	20	EA	Furnish and install fire hydrant traffic repair kit	\$620.00	\$12,400.00
38	200	EA	Prep. and paint fire hydrant (include number stencil)	\$75.00	\$15,000.00
39	300	EA	Furnish and install fire hydrant seat kit	\$540.00	\$162,000.00
40	100	EA	Pipe excavation, 0'-2' deep 0-10' long	\$700.00	\$70,000.00
41	150	EA	Pipe excavation, 2'-6' deep 0-10' long include trench safety	\$1,525.00	\$228,750.00
42	150	EA	Pipe excavation, 6'-12' deep 0-10' long include trench safety	\$5,000.00	\$750,000.00
Unit Prices: Sewer					
43	500	LF	Light Cleaning Sanitary Sewer up to 12" diameter	\$4.00	\$2,000.00
44	1,000	LF	Light Cleaning Sanitary Sewer above 12" to 24" diameter	\$5.00	\$5,000.00
45	2,000	LF	Light Cleaning Sanitary Sewer above 24" to 36" diameter	\$6.00	\$12,000.00
46	500	LF	Heavy Cleaning Sanitary Sewer up to 12" diameter	\$7.00	\$3,500.00
47	1,000	LF	Heavy Cleaning Sanitary Sewer above 12" to 24" diameter	\$13.00	\$13,000.00
48	2,000	LF	Heavy Cleaning Sanitary Sewer above 24" to 36" diameter	\$20.00	\$40,000.00
49	500	LF	Camera Inspection on 4" - 12" diameter	\$4.00	\$2,000.00
50	1,000	LF	Camera Inspection on above 12" - 24" diameter	\$7.00	\$7,000.00
51	2,000	LF	Camera Inspection on above 24" to 36" diameter	\$8.00	\$16,000.00
52	5	EA	Replace Manhole ring and lid.	\$3,000.00	\$15,000.00
53	5	EA	Adjust manhole lid elevation (up to 4")	\$460.00	\$2,300.00
54	5	EA	Adjust manhole lid elevation (in 6" increments up to 24")	\$5,000.00	\$25,000.00
55	1	EA	Remove cone and raise manhole (2' minimum in 1' increments)	\$8,000.00	\$8,000.00
56	10	EA	Construct 4' diameter manhole, less than or equal to 6' deep	\$7,200.00	\$72,000.00
57	1	LF	Additional Depth for a 4' Diameter Manhole	\$800.00	\$800.00
58	10	EA	Construct 6' diameter manhole, less than or equal to 6' deep	\$13,000.00	\$130,000.00
59	1	LF	Additional Depth for a 6' Diameter Manhole	\$1,000.00	\$1,000.00
60	5	EA	Remove Existing manhole	\$2,500.00	\$12,500.00
61	1	EA	Abandon Manhole in place	\$2,500.00	\$2,500.00
62	2	EA	Replace 2" air vacuum/release valve	\$1,900.00	\$3,800.00
63	2	EA	Replace 3" air vacuum/release valve	\$2,900.00	\$5,800.00
Unit Prices: Sewer Services (Use of non-shear or PVC couplings only)					
64	400	LF	Furnish and install 4" sewer service line includes excavation (requires state licensed plumber)	\$35.00	\$14,000.00
65	20	EA	Install sewer service check valve	\$800.00	\$16,000.00
66	25	EA	Install or Replace Clean-out (Relief valve required)	\$900.00	\$22,500.00
67	30	EA	Repair Broken Cleanout (Relief valve required)	\$900.00	\$27,000.00
Traffic Control					
68	20	EA	Local Street Closure (one day)	\$1,500.00	\$30,000.00

BID ITEM	EST. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
General Labor Rates					
69	1	Per Hour	Per Hour Labor – Miscellaneous (In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid – all other Line Items shall include labor rates in addition to all other costs)	\$35.00	\$35.00
70	1	Per Hour	Equipment and Operator (In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid – all other Line Items shall include equipment and operator costs in addition to all other costs)	\$135.00	\$135.00
Total Bid Price				\$3,336,480.00	
Additional Pricing - Not Included in Total Bid Price:					
The pricing below shall not be included in the Total Bid Price Calculation, however these amounts will govern in the event that there is a priority start or an emergency start (as defined below). These charges shall be conveyed in the format of a “surcharge”. Contractor may elect to waive these charges for any specific Work Assignment, provided that such waiver is in writing to the City. Surcharge for Priority Start (within 7 calendar days of Work Assignment Date): \$1,500.00 Flat Fee Surcharge for Emergency Start (within 12 hours of written notification): \$5,000.00 Flat Fee					
*Bid Item 10 Extended Price and Total Bid Price corrected during Bid Evaluation.					

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-23-38 TO SY CON EXCAVATION AND UTILITIES, FOR INDEFINITE DELIVERY INDEFINITE QUANTITY WATER AND SEWER MAINTENANCE WORK NEEDED FOR THE WATER RESOURCE RECOVERY FACILITY, ON AN AS-NEEDED BASIS, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00); AND FOR OTHER PURPOSES.

WHEREAS, SY CON Excavation and Utilities was the sole submission for bid IFB-23-38;

WHEREAS, this agreement will be for a one-year term allowing the ability to contract out certain job duties for the Water Resource Recovery Facility to meet the demand of their systems; and

WHEREAS, this will be paid with budgeted funds on an as-needed basis from the Water and Sewer Rehab Departments maintenance budget for 2023.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with SY CON Excavation and Utilities to contract out certain job duties for the Water Resource Recovery Facility;

Section 2: The estimated contract cost will be used on an as-needed basis in the amount not to exceed five hundred thousand dollars (\$500,000.00);

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Sewer Rehab
Submitted by	Mike Bender, Preston Newbill
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):					
Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Olsson, Inc. for the design of Spring Creek Sewer Interceptor (formerly XNA Sewer Interceptor) in the amount of \$250,265.00. A budget adjustment is needed to appropriate ARPA funds for this expense. Utility Board approved this item 5-0.					

Estimated Cost	\$250,265.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
ARPA funds will be used to fund the design.	





Budget Adjustment Request

Date of City Council Meeting	6/13/2023
Department	Water Utilities
Submitted by	Mike Bender
Phone	(479) 271-6873

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Enter into an Agreement with Olsson, Inc. to perform the services related to the Spring Creek Sanitary Sewer Project in the amount of \$250,265.00, and adjust the Budget for the total Agreement cost utilizing ARPA funds.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
401010	47341	Sewer Line Improvements		\$ 250,265.00
		Totals	\$ -	\$ 250,265.00
		Net Impact on Fund Balance	\$ (250,265.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memo



To: City Council, Mayor Orman
From: Mike Bender
CC:
Date: June 6, 2023
Re: Spring Creek Sewer Interceptor

Resolution authorizing the Mayor to enter into a professional services agreement with Olsson, Inc. for the design of Spring Creek Sewer Interceptor (formerly XNA Sewer Interceptor) in the amount of \$250,265.00. ARPA funds will be used to fund the design of the project. A budget adjustment is needed to recognize the ARPA funds.

Development in the southwestern portion of the City has been strong for several years, density of development in the area has increased, and with a new school on Barron Road, development along Hwy 12/SW Regional Airport Blvd. will continue. Said development has already created capacity issues in the sanitary sewer collection system along Hwy 12. In order to relieve capacity issues, staff proposes installing an additional interceptor extending from near the northern end of Northwest Arkansas National Airport (XNA) to the NACA line along Mill Dam Road. The City has public sewer that utilizes the XNA lift station collecting sewer and pumping back to the Hwy 279-Hwy 12 intersection. The new interceptor would collect the sewer south of the referenced intersection relieving capacity in sewer flowing east from the referenced intersection.

Thank you for your consideration of this request.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

May 10, 2023

City of Bentonville, Arkansas
Attn: Mike Bender
3200 SW Municipal Drive
Bentonville, Arkansas 72712

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Spring Creek Sewer Interceptor (the "Project")
Bentonville, AR

Dear Mr. Bender:

It is our understanding that the City of Bentonville, AR ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide services as specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: 7/15/2023

Anticipated Completion Date: 9/15/2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule attached to this Agreement. Anticipated expenses have been included in the estimate. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date. Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$250,265.00

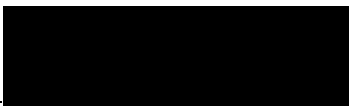
TERMS AND CONDITIONS OF SERVICE

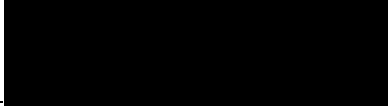
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Beau Thompson.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Chris Dougherty, P.E., Senior Engineer

By _____
Brad Hammond, P.E., Office Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF BENTONVILLE, ARKANSAS

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Standard Labor Rate Schedule

Reimbursable Expense Schedule

Bentonville South Sewer Layout

Boring Location Map

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated May 10, 2023 between City of Bentonville, AR ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall first obtain written approval from the Client prior to performing or obtaining from others such services. Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 [omitted]

3.9 [omitted]

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The “Cost of Construction” of the entire Project(s) (herein referred to as “Cost of Construction”) means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The “Salary Costs”: Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 “Certify” or “a Certification”: If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s)

solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 “Opinion of Probable Cost”: An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 “Day”: A calendar day of 24 hours. The term “days” shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 “Construction Observation”: If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 “Inspect” or “Inspection”: If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling

procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of

any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation [omitted]

6.2.1 [omitted]

6.2.2 [omitted]

6.2.3 [omitted]

6.2.4 [omitted]

6.3 Certification of Merit [omitted]

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product

whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an

experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods,

shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

Unless Client is a public entity and the release of information is required by law or legal process, in performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party").

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean

structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 [omitted]

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment, unless it was directly caused by Olsson's negligence.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity,

holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Arkansas. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Arkansas.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity [omitted]

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither

Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's collectible insurance under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions updated 01/23/2022

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated May 10, 2023, between The City of Bentonville, Arkansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Bentonville, Arkansas

Project Description: Approximately 12,500 linear feet of new interceptor sanitary sewer to serve the Northwest Arkansas Regional Airport (XNA) and other City of Bentonville customers in the immediate vicinity.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PART I - DESIGN AND BIDDING SERVICES:

Phase 100 – Project Management & Quality Control

A. Project Management

1. Manage the project through the bidding phase, with management and oversight of project budget and schedule. Coordinate all information-gathering efforts, manage owner responsible permit application process, and schedule meetings with utilities and stakeholders. Directly interface with the client to ensure schedule and project budget are appropriate, and if necessary, determine effective methods of redirecting efforts to accommodate changes in schedule, budget, and scope. Provide overall management of all identified project tasks. Stakeholders, including the city and utility representatives, will be invited to attend as relevant to their interests.
2. Change Management – scope, schedule and budget are all interrelated and a change to one will potentially impact the other two. Manage scope, schedule, and budget by notifying the client when requests to modify items impacts any of the three. Submit change logs and contract amendments in a timely manner for approval by the client.
3. Overall Project Management will consist of coordinating the following activities throughout Preliminary Design, Final Design, and Bidding:
 - Project Initiation Workshop
 - Project Scheduling
 - Progress Meetings
 - Progress Submittals
 - Cost Estimates
 - Cost Control Procedures

a. Project Initiation Workshop and Data Collection

- 1) Meet with client's project representative and staff to clarify and define client's requirements for the Project.
- 2) Establish channels of communication and address contract issues as required.
- 3) Review project budget for proposed improvement program.
- 4) Develop Project Management Plan for the project to identify: key staff members and contact information; channels of communication; success factors, quality management, risks, mitigation, and goals; key stakeholders; design and construction schedules, budget; and technical requirements for the project.

b. Project Scheduling

- 1) A detailed schedule will be prepared and maintained to identify key project milestones, meetings, and activities. The Gantt Chart schedule will be reviewed and updated frequently to ensure the project is on track to meet project deadline.

c. Progress Review Meetings

- 1) Conduct progress review meetings involving the project team as required throughout design to review project status, critical milestones, progress submittals, and design issues. Meetings are anticipated to occur on a bi-weekly basis but may occur as often as weekly during certain stages of the project if required. Action items to be followed up on by the project manager to make sure that progress is being made.

d. Construction Document Review Meetings

- 1) Conduct review meetings with Client at 30%, 60%, 90% and 100% stages of design to review the associated stage of construction documents and opinions of cost.

B. Quality Control

1. Independent quality assurance and quality control (QA/QC) reviews are essential to ensure the best quality and value for the project and are an integral part of the Olsson project team. This process will be undertaken by senior staff members of the firm selected for their experience and expertise. The goal of the QA/QC process is to ensure that technical issues have been correctly addressed; client standards are incorporated; drawings and documents are clear, complete, and concise; and that the construction planning is appropriate for the work to be undertaken.
2. Formal QA/QC reviews will be conducted concurrently with client reviews, specifically at the 60% and 90% completion stage and prior to issuance of final PS&E. Completion of the QA/QC plan involves a final review by client, City and regulatory agency comments and a final constructability review by Olsson.

Phase 200 – Preliminary Engineering Report

A. Preliminary Engineering Report

1. Olsson shall prepare Preliminary Engineering Report documenting the basis of design for the project. Olsson shall prepare PER in accordance with requirements of Arkansas Department of Health and the latest edition of “Recommended Standards for Wastewater Facilities” issued by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers. The PER shall include the following:
 - a. Introduction and executive summary.
 - b. Interceptor sewer route study and recommendation
 - c. Design service area delineation
 - d. Design existing and ultimate flow conditions based on design service area.
 - e. Pipe sizing and material recommendation.
 - f. Preliminary Opinion of Construction Cost
2. Olsson shall provide draft Preliminary Engineering Report and conduct meeting with client to present the findings of the report. After receipt of client comments, Olsson will incorporate comments and provide final engineering report.
3. Olsson shall submit PER to the Arkansas Department of Health for review and state approval.

Phase 300 – Survey Services

A. Topographic Survey & Easements

1. Olsson will perform and prepare a Topographic Survey of the subject property generally located in the City of Bentonville, Benton County, Arkansas. The Topographic Survey area will include Approximate 12,500 linear feet by 100’ wide area being South of unnamed creek, as shown in the attached exhibit. The Topographic Survey will depict contours at a 1’ vertical interval, all physical improvements including buildings, driveways, fencing, and visible utilities, as well as underground utilities as located by Arkansas One-Call system. Survey will be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Arkansas State Plane Coordinate System NAD 83–North Zone-US Survey foot.
2. Olsson will order Title search on 10 Parcels and prepare up to 10 Easement documents with exhibits.
3. Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locator. By signing this contract, the client understands and acknowledges that utility mapping is not exact and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

Phase 400 – Geotechnical Investigation

Drilling Services

A. Coordination and General Notes

1. Olsson will contact Arkansas 811 to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections through private locating services and/or hydroexcavation is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections. If requested, Olsson can coordinate private locating or hydroexcavation services for an additional fee.
2. All boring locations must be readily accessible. Any fees resulting from the use of mud-matting or clearing operations to achieve access to boring locations is Owner's responsibility and not included in this scope of work. Olsson will not perform field work until access to boring locations is satisfactory to Olsson.
3. Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems. Olsson will not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. The Owner accepts full responsibility for site disturbance.
4. Traffic control, site clearing, city and/or state right-of-way occupation permitting, street use permitting, etc. may be necessary to complete the field exploration. These services to be provided by others and are excluded from this scope of work.

B. Field Exploration

1. We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:
 - Seven (7) borings along the alignment to a depth of 10 feet, plus 5 feet of rock coring for a total depth of 15 feet.
 - Two (2) borings at the anticipated HDD creek crossing to a depth of 20 feet, plus 20 feet of rock coring for a total depth of 40 feet.

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 110 linear feet and a total rock coring footage of 85 linear feet.

2. Soils will be sampled in general accordance with ASTM D1586 and ASTM D1587.
3. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
4. After obtaining groundwater level readings, we will backfill the borings with soil cuttings.

Geotechnical Services

A. Laboratory Services

1. As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), percent passing the No. 200 sieve tests (ASTM D1140), grain size analyses, and soil chemistry testing.

B. Engineering Analysis and Report Preparation

1. Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:
 - a. Lift thickness, moisture control, and compaction criteria for backfill and structural fill. OSHA standards for soil excavation criteria will be included or referenced.
 - b. Anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
 - c. Rock excavation.
 - d. Characteristics of the on-site soils and the potential for reuse of on-site soils as structural fill.
 - e. Maximum allowable soil bearing pressures and estimates of maximum total settlement for design of manhole and lift station foundations.
 - f. Lateral earth pressure values for restrained and/or unrestrained foundation/retaining walls, including passive pressures and sliding friction values to resist sliding.
 - g. Pipe bedding for sewer lines.
 - h. Subgrade stabilization criteria for installation of water and sewer lines.
2. We will present our conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

Phase 500 – Environmental Services

A. Wetland and Stream Delineation and Preliminary Jurisdictional Evaluation

1. Olsson will complete a wetland and stream delineation of the proposed sewer line in Bentonville, Arkansas. Olsson will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountain & Piedmont Region (Version 2.0) (April 2012).

B. Desktop Review.

1. The first step of the wetland and stream delineation consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

C. Wetlands (WETS) Table Analysis for Agricultural Lands.

1. Using the methodology described in the U.S. Department of Agriculture (USDA) Part 650-Engineering Field Handbook, Olsson will complete WETS Tables to determine if the area had a normal amount of precipitation for a given year. Once years with normal precipitation are determined, Olsson will review historic National Agricultural Imagery Program (NAIP) aerials to determine if signatures of wetlands are present in those years.

D. Site Visit.

1. Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Atlantic and Gulf Coastal Plain Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions.

E. Report.

1. Upon completion of the site visit a report documenting the findings of the wetland and stream delineation will be prepared detailing the presence or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland and stream delineation report will include a narrative of how the wetland and stream delineation was conducted and a summary of the results of the wetland and stream delineation. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of Olsson's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.

F. Nationwide Permit (if required)

1. Olsson will submit a Clean Water Act, Section 404, nationwide permit notification to the U.S. Army Corps of Engineers (USACE) for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and endangered species (desktop evaluation), and cultural resources (desktop evaluation). Following completion of the permit, Olsson will submit the permit request to the USACE for permit issuance. Olsson will follow-up with additional USACE requests within the limitation of the assumptions outlined below.

ASSUMPTIONS

Client will provide the following:

1. General Project Location Map
2. Project Study Area Access and Landowner Permission

ITEMS NOT INCLUDED IN THE SCOPE:

1. Individual Section 404 Permit Application
2. Site Visits with the Corps
3. Agency or Client Meetings, Other Than Phone Call Discussions
4. Changes in Project Design or Location Requiring Changes to the Report
5. On-Site Habitat or Threatened and Endangered Species Evaluations
6. On-Site Cultural Resources Study or Evaluation
7. Permittee Responsible Mitigation Plan and Monitoring

Phase 600 – Engineering Design Services

A. Plans and Specifications

1. Olsson shall prepare detailed drawings and specifications for the proposed work based on the findings of the Preliminary Engineering Report in Phase 200. The Client's standard technical specifications and construction details shall be utilized. Olsson shall provide standard EJCDC construction contracts, bid forms, bidding instructions, General and Supplementary Conditions and other documents typically included for a competitively bid project. It is anticipated the project drawings shall consist of the following:
 - a. Cover sheet
 - b. General construction notes and project quantities
 - c. Sediment Control plans

- d. Sanitary Sewer Plan and Profile sheets
 - e. Construction details
2. Project deliverables will include 30%, 90% and 100% plan and specification progress sets for review with client and final construction documents. Olsson will prepare an Opinion of Probable Cost (OPC) of project construction work at 30%, 90% and final design stages.

B. Regulatory Submittals

1. Olsson shall prepare a Stormwater Pollution Prevention Plan for general stormwater permitting with Arkansas Department of Environmental Quality (ADEQ).
2. Olsson shall submit final documents to Arkansas Department of Health (ADH) for approval by the state.
3. If required, Olsson shall submit floodplain development permit to the City of Bentonville, City of Highfill, and Benton County for approval.
4. For construction activities with streamways Olsson shall prepare and submit for Short Term Activity Authority (STAA) permit with Arkansas Department of Environmental Quality (ADEQ).
5. Other regulatory submittals not specifically listed are excluded from scope of services but can be provided at Olsson's standard hourly rates.

Phase 700 – Bid Phase Services

A. Prepare Notice to Bidders and Issue Documents

1. Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be emailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.
2. Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

B. Review and Evaluate Bids

1. Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

C. Conform Documents

1. Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be

provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

PART II – CONSTRUCTION SERVICES: (Excluded)

Part II Construction Services are excluded from this scope but can be provided by upon authorization by City of Bentonville, AR. The scope below for Phase 800 – Construction Engineering Administrative Services and Phase 900 Construction Observation Services is provided for informational purposes.

Phase 800 – Construction Engineering Administrative Services (Excluded)

- A. Attend a preconstruction conference scheduled by Owner. At the time of the preconstruction conference, Notice(s) to Proceed will be issued.
- B. Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, Olsson will endeavor to protect the Owner against defects and deficiencies in the work of the contractor; but he cannot guarantee the performance of the contractor, nor will Olsson supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or for the safety measures that the contractor takes or should take.
- C. Olsson will be Owner's representative during the construction period. Olsson may authorize minor variations in the Work which do not involve adjustment to contract time or price, however, Olsson will consult with and advise the Owner as to all such matters; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.
- D. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the Owner to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.
- E. Review monthly and final estimates for payments to the contractor and furnish to the Owner any necessary recommendations as to payments to contractors and suppliers; assemble written guarantees which are required by the contract documents.
- F. Attend, in company with the Owner's representative, a final inspection of the project. This inspection will be for conformance with the design concept of the project and compliance with the contract documents. Recommend in writing final payment to the contractor.
- G. Prepare record drawings and provide a copy to the Client.

Phase 900 – Construction Observation Services (Excluded)

- A. Furnish the services of Resident Project Representatives and other field personnel for

on-the-site observation of construction and for the performance of required construction layout surveys. The duties, responsibilities, and limitations of authority of Resident Project Representatives are further defined in Attachment A to this Agreement.

- B. Olsson will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and Olsson will use diligence to see that the Project Representatives are on the job to perform their required duties.
- C. Olsson will be Owner's representative during the construction period. Olsson may authorize minor variations in the Work which do not involve adjustment to contract time or price, however, Olsson will consult with and advise the Owner as to all such matters; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.
- D. Review monthly and final estimates for payments to the contractor and furnish to the Owner any necessary recommendations as to payments to contractors and suppliers; assemble written guarantees which are required by the contract documents.
- E. Attend, in company with the Owner's representative, a final inspection of the project. This inspection will be for conformance with the design concept of the project and compliance with the contract documents. Recommend in writing final payment to the contractor.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Date: 10-May-23
 Job: Bentonville, AR- XNA/South Sewer Interceptor

		TOTALS			
Phase/ Task	Description of Work	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee
100	Project Management and QC	-	\$ -	\$ -	\$ -
	FYV WTTWW - PM & QA/QC	10.63	\$ 16,095.00	\$ 113.40	\$ 16,208.40
200	Preliminary Engineering Report	-	\$ -	\$ -	\$ -
	FYV WTTWW	23.75	\$ 24,310.00	\$ -	\$ 24,310.00
300	Survey Phase Services	-	\$ -	\$ -	
	Survey	-	\$ -	\$ -	\$ 34,343.00
	Easements	-	\$ -	\$ -	\$ 8,000.00
400	Geotechnical Investigation Phase	-	\$ -	\$ -	\$ -
	Drilling	-	\$ -	\$ -	\$ 12,420.00
	Geotechnical report	-	\$ -	\$ -	\$ 13,430.00
500	Environmental Services	-	\$ -	\$ -	\$ -
	Wetland and Stream delineation	-	\$ -	\$ -	\$ 5,000.00
	Nationwide Permit	-	\$ -	\$ -	\$ 4,000.00
600	Detailed Design Phase	-	\$ -	\$ -	\$ -
	FYV WTTWW - Detailed Design	-	\$ -	\$ -	\$ -
	Plans and Specifications	94.00	\$ 102,864.00	\$ 393.40	\$ 103,257.40
	ADH Permitting (including \$500 ADH fee)	1.75	\$ 2,102.00	\$ 500.00	\$ 2,602.00
	SWPPP and STAA Permitting	10.63	\$ 11,005.00	\$ -	\$ 11,005.00
700	Bidding Phase Services	-	\$ -	\$ -	\$ -
	FYV WTTWW	12.75	\$ 15,690.00	\$ -	\$ 15,690.00
GRAND TOTAL		153.51	\$ 172,066.00	\$ 1,006.80	\$ 250,265.00

\\lte-oma-fs1\projects\2022\05501-06000\022-05732\00-Pre-Contract\Management\Letter Proposal\Support\[23-05-10_20-Engine



General Infrastructure

LABOR RATE BILLING SCHEDULE 2023

LABOR RATES

<u>Description</u>	<u>Range</u>
Principal/Senior Professional	175 - 280
Project Manager.....	140 - 265
Project Professional.....	130 - 180
Associate Professional	115 - 135
Assistant Professional.....	85 - 130
Designer	110 - 160
CAD Operator	45 - 125
*Surveyor	65 - 150
*Survey Crew.....	130 - 175
*Construction Services.....	50 - 240
Administrative/Clerical.....	45 - 110

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule. Special rates include but are not limited to Power Delivery, Survey, Field Operations, Special Inspection, Construction Observation, Geotechnical, Non-Destructive Testing, Drilling, Executive Staff.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

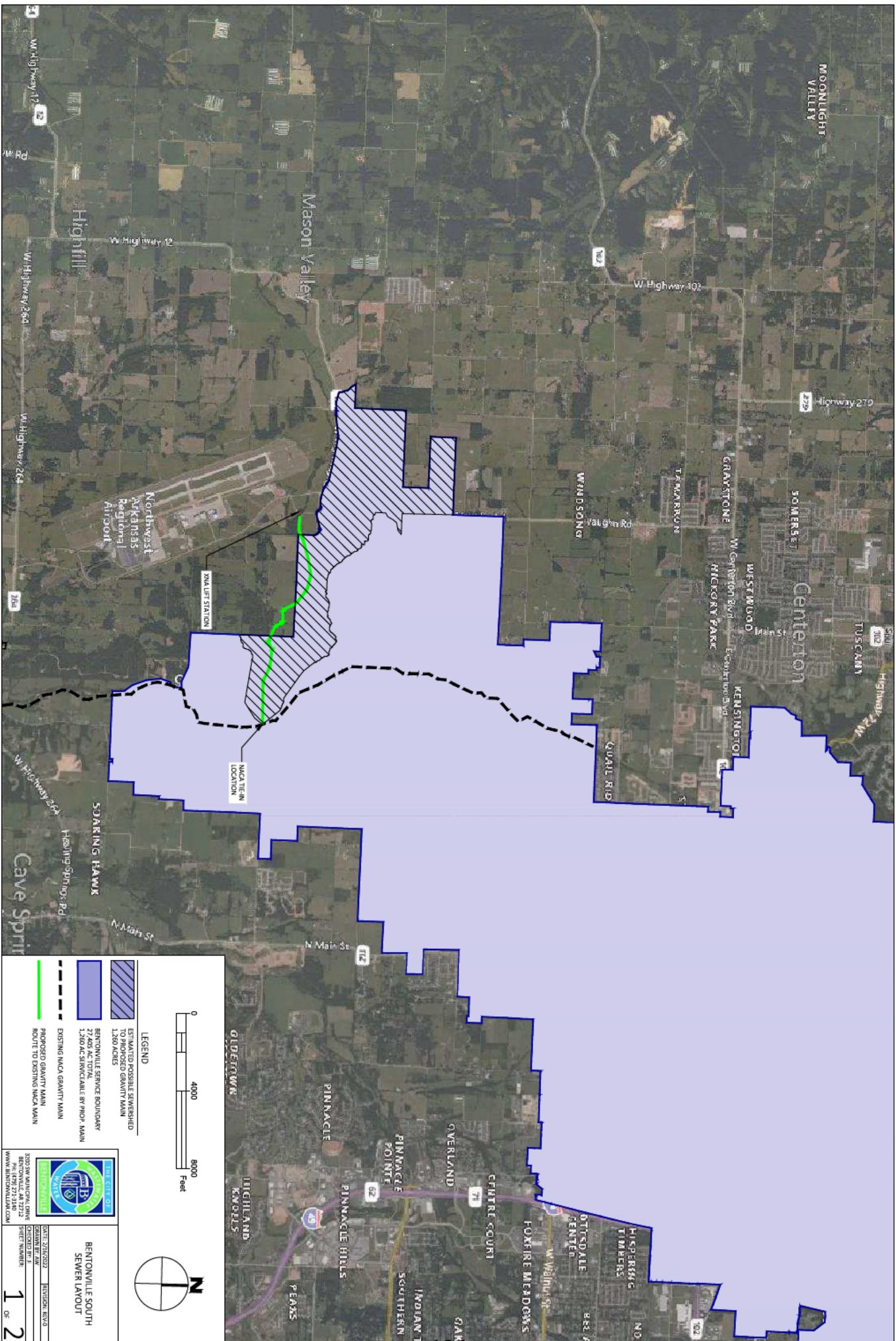
*Not inclusive of all services. Refer to Note 1.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.56/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).



LEGEND

- ESTIMATED AREAS SUBSERVED TO PROPOSED GRAVITY MAIN
- BENTONVILLE SERVICE BOUNDARY 1,200 ACRES
- 1,200 AC SERVICEABLE BY PROPOSED MAIN
- EXISTING NACA GRAVITY MAIN
- PROPOSED GRAVITY MAIN
- ROUTE TO EXISTING NACA MAIN

0 4000 8000 Feet

N

BENTONVILLE
SEVEN LAYOUT

3030 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
SHEET NUMBER: **1 OF 2**
WWW.BENTONVILLE.COM

Boring Location Map

Bentonville XNA Interceptor Sewer
To be adjusted pending final route determination.

12

583

17

589

47

591

596

46

467

593

47

4000 ft

Pin

Legend

-  Boring (Depth)
-  Preliminary Route 2-16-22

B-1 (10'+10' Core)

B-2 (10'+5' Core)

B-3 (10'+5' Core)

B-4 (10'+5' Core)

B-5 (10'+5' Core)

B-6 (20'+20' Core)

B-7 (20'+20' Core)

B-8 (10'+5' Core)

B-9 (10'+10' Core)

Google Earth



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT
WITH OLSSON, INC. FOR DESIGN OF THE SPRING CREEK
SEWER INTERCEPTOR; ADJUSTING THE 2023 BUDGET TO
APPROPRIATE ARPA FUNDS FOR THIS EXPENSE; AND FOR
OTHER PURPOSES.**

WHEREAS, the City of Bentonville wishes to engage a professional consultant to design the Spring Creek Sewer Interceptor;

WHEREAS, Olsson, Inc. has been selected pursuant to the City of Bentonville's professional service selection process in accordance with Arkansas law; and

WHEREAS, a budget adjustment in the amount of two hundred fifty thousand two hundred sixty-five dollars (\$250,265.00) is required to appropriate ARPA funds to the correct expense account.

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

Section 1: That the Mayor and City Clerk are authorized to enter into a Professional Services Agreement with Olsson, Inc., for design of Spring Creek Sewer Interceptor, in an amount not to exceed two hundred fifty thousand two hundred sixty-five dollars (\$250,265.00);

Section 2: The 2023 budget should be and the same is hereby adjusted to appropriate two hundred fifty thousand two hundred sixty-five dollars (\$250,265.00) from ARPA funds to Account #401010-47341 - Sewer Line Improvements;

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 and APPROVED this _____ day of _____, 2023.

APPROVED:

**HON., Stephanie Orman
MAYOR**

ATTEST:

**Kirby Romines
CITY CLERK**



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Water Utilities
Submitted by	Mike Bender, Preston Newbill
Phone	(479) 271-6873, (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):					
Resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with E Source Companies, LLC in the amount of \$143,000.00 to evaluate water loss. A Budget Adjustment is needed. Utility Board approved this item 5-0.					

Estimated Cost	\$143,000.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Funds to cover cost over budget will come from Water Utilities Fund Balance.	





Budget Adjustment Request

Date of City Council Meeting	6/13/2023
Department	Water
Submitted by	Mike Bender, Preston Newbill
Phone	(479) 271-3140

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget adjustment utilizing Water Utilities reserves to fund next steps for water loss control identified in Esource's initial engagement investigating water loss.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503020	4310	Professional Services/Other		\$ 143,000.00
		Totals	\$ -	\$ 143,000.00
		Net Impact on Fund Balance	\$ (143,000.00)	

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



www.bentonvillear.com

PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Mike Bender
CC:
Date: June 6, 2023
Re: E Source Agreement for Water Loss Control Support

Resolution - Staff is requesting approval of a resolution authorizing the Mayor to enter into an amended professional services agreement with E Source Companies, LLC in the amount of \$143,000.00 to evaluate water loss. This agreement includes tasks identified from ESource's initial report and will include identifying meters for additional testing, assistance with meter replacement plans, meter testing program, quarterly system-wide loss assessments for two years, district metering assessment and planning, and source meter testing. Funding for this engagement will be from the Water Utilities Fund Balance. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

ESource will perform the following tasks with this engagement:

- Task 1 – Develop cohorts of small customer meters for additional testing**
- Task 2 – Analyze test results and available spatial data to build replacement plans**
- Task 3 – Develop materials to support internal meter testing program**
- Task 4 – Complete quarterly system-wide loss assessments for two years**
- Task 5 – District metered area assessment and planning**
- Task 6 – Complete an insertion meter test on source meter**

Thank you for your consideration of this request.



CITY OF BENTONVILLE, ARKANSAS

Purchasing Department 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO AGREEMENT AGREEMENT FOR: WATER LOSS ANALYSIS

This Amendment (the “Amendment”), dated June (month) ____ (day), 2023 is made by the City of Bentonville, Arkansas (“CITY”) and E Source Companies, LLC (“Professional Consultant”), parties to the Professional Services Agreement, for Water Loss Analysis , dated April 13 (month, day), 2022 (the “Agreement”).

WHEREAS:

1. The Original Agreement provided for a Phase 1 Scope of Services; and
2. Professional Consultant has provided a Proposal for Phase 2 services, detailed in the Water Loss Control Support Phase 2 Proposal dated April 18, 2023.

The Agreement is Amended as Follows:

1. The Parties have mutually agreed to proceed with Phase 2 Scope of Services, as detailed in the Water Loss Control Support Phase 2 Proposal dated April 18, 2023.
2. The Cost of this Phase 2 Amendment shall be \$143,000.00 to evaluate water loss.
3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____

Name (printed): Stephanie Orman, Mayor

E Source Companies, LLC _____
Company Name

BY: _____

Name(printed): Reinhard Sturm _____

Title: Senior Vice President _____



Proposal to:

The City of Bentonville

April 18, 2023

Water Loss Control Support



**Solution Services
Water Loss Consulting**

3020 Carbon Pl. Ste. 300 | Boulder, Colorado 80301
www.esource.com | SalesSupport@esource.com

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April 18, 2023

Mike Bender, Water Utilities Director
City of Bentonville
1000 SW 14th Street
Bentonville, AR 72712

RE: AWWA Water Audit --Additional Analysis

Dear Mr. Bender,

E Source Companies ("E Source"), the leading solver of problems facing electric, gas, and water utilities, is pleased to provide this proposal to the City of Bentonville ("City" or "Bentonville") for AWWA Water Audit – Additional Analysis.

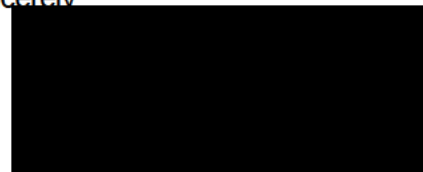
E Source offers a broad portfolio of customer-first and technology-driven solutions to help utilities effectively manage the customer and infrastructure sides of their businesses reliably, efficiently, safely, and sustainably. Our guidance helps our clients make data-driven decisions to strengthen their customer relationships, plan for tomorrow's infrastructure needs, and further their sustainability goals while becoming more innovative and responsive in the rapidly evolving utility market.

The E Source Water Loss Consulting (WLC) Team has worked with more than 100 utilities in the United States to compile and validate water audits, design water loss control strategies, conduct leak detection surveys and evaluate production meter accuracy. Our expertise reaches to every element of implementing water loss control programs. In most of our work, we move beyond water loss analysis to establish water loss control programs that save water and money.

We are well versed in the benefits and challenges of designing and implementing meter accuracy maintenance programs. We have extensive experience in both designing informative meter testing programs and in appreciating the implications of meter accuracy for water loss control. Our experience is outlined in the proposal that follows; we hope it demonstrates our commitment to enabling water utilities to better understand and manage water losses.

We appreciate the opportunity to submit this proposal and thank you in advance for your consideration of our capabilities. We will be pleased to provide any further information and hope to hear from you soon.

Sincerely,



Reinhard Sturm, President
Water Loss Consulting
786-877-5752
Reinhard_sturm@esource.com



Kody Salem, Senior Vice President
Solution Services Business Development
615-375-6396
kody_salem@esource.com

Firm Experience^[NL1]^[NL2]

From primary research, consulting, and operational data systems selection and implementation expertise to breakthrough predictive data science services and AI applications, E Source enables energy and water utilities to collect, enhance, and use data to transform their operations and solve their sustainability, safety, reliability, equity, and cost challenges. With hundreds of clients, a 35-year focus exclusively on utilities, and a growing arsenal of data-driven solutions, E Source brings to each engagement an unrivaled understanding of what works and how to implement it, increasing speed to value.

The E Source Solution Services Division provides a range of services, from water loss audits and water management control programs to data analytics, feasibility studies, strategic plans, business cases, vendor selections, and all phases of the system implementation life cycle. We offer significant innovation, expertise, and experience to our customers.

E Source WLC's water loss expertise has been recognized by many industry stakeholders, including the American Water Works Association (AWWA) and the Water Research Foundation (WEF), as well as dozens of water utility managers nationwide. For nearly 20 years, utilities and professional drinking water associations have looked to E Source WLC to define best practices for water loss analysis, control, and management; as well as implementation of proven interventions against water loss; pioneering new methodologies; and galvanizing regional cooperation.

*Our unique blend of utility operational technology consulting expertise
coupled with industry-leading non-revenue water management proficiency is unmatched
by any other firm—and ideally suited for the City's project.*

Research institutes and professional drinking water associations overwhelmingly select us to review industry standards, evaluate the integration of new technologies with water loss management, and propose cutting-edge analysis and field studies that support distribution system efficiency.

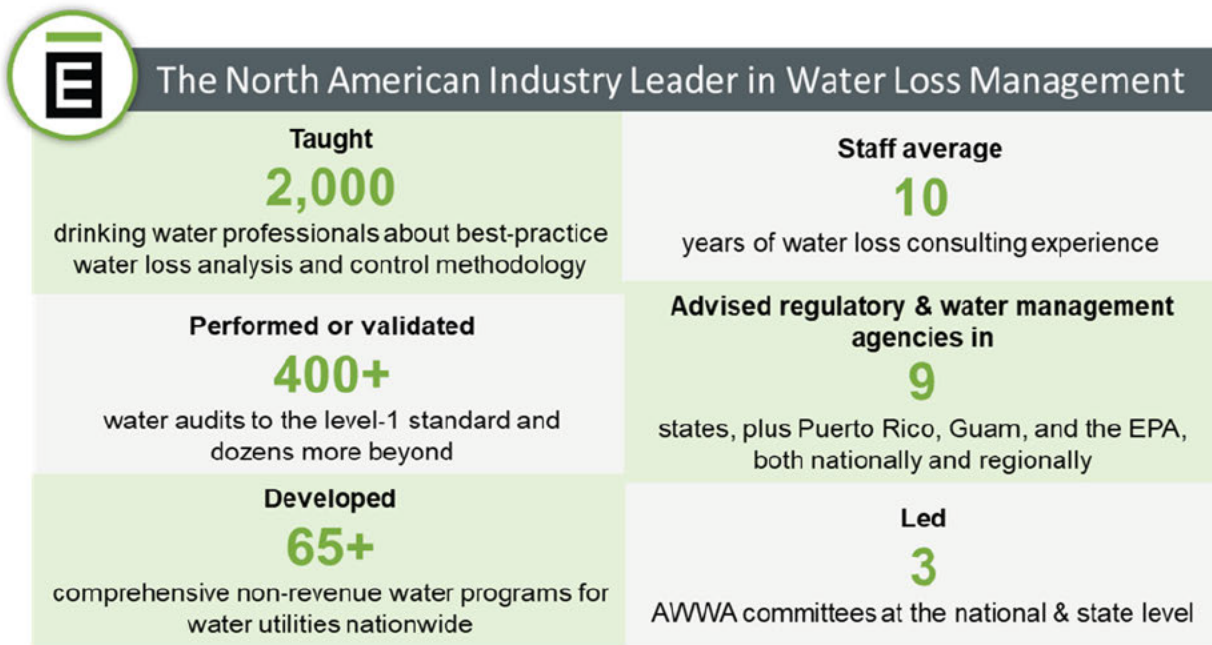


Figure 1. E Source Water Consulting's Metrics Demonstrate Our Expertise

Our Water Research Foundation publications have been recognized as definitive guides to water loss management. Notably, the AWWA recommends that utilities employ our Real Loss Component Analysis model when developing water loss control programs. As shown in Figure 1 of the previous page, we are the North American industry leader in Water Loss Management.

We have worked with more than 100 utilities nationwide to compile and validate detailed water audits. With most of these partners, our work has moved beyond water loss analysis to establish water loss control programs that save water and money. In each of these projects, we established a nuanced understanding of each system's unique water loss profile, gained an appreciation for the strengths and uncertainties of each utility's data sources, and developed customized action plans that concretely improve system management and financial viability. In addition to developing comprehensive water loss control strategies, we also have a great deal of experience implementing these strategies to reduce water loss. Our recommendations are always informed by a detailed review of our clients' unique circumstances, characteristics, practices, and culture.

Our water loss management expertise includes supporting pioneer ground-breaking water loss control programs, such as the California Water Loss Technical Assistance Program (Water Loss TAP), where we led the largest water audit training and validation program ever offered—teaching best-practice methods and performing level 1 water audit validations for all 450 retail urban water suppliers in California.

Our expertise also includes developing proprietary water loss analysis tools and applications, including **Leak Scenario Builder**, our multi-agent simulation to systematically explore leakage control strategies for water distribution systems. Our modeling approach provides actionable recommendations to conserve water and save money while acknowledging uncertainty. We calibrate the leak scenario builder with system-specific data to provide insight into three core elements of leakage management: estimating impact on loss rates, anticipating required level of effort, and evaluating cost effectiveness.

The E Source customer service philosophy is to work on your behalf, “as an extension of your staff,” ensuring your interests are the primary focus throughout the effort.

Our mission is to ensure a high-quality delivery that meets your needs, budget, and schedule. We are extremely proud of our capabilities and are 100% confident we can achieve the City's goals. We work as an extension of your staff—our philosophy in providing services for our clients is to work side-by-side with your team, providing the needed expertise and experience to achieve project success.

Proposed Scope of Services

Project Understanding

The City of Bentonville engaged E Source to evaluate apparent losses and draft an initial AWWA water audit. Through this initial work, E Source was able to rule out systematic data handling errors as a significant driver for the increased levels of loss the City has experienced in recent years.

Based on long-term usage patterns, E Source identified two groups of customer meters that were most likely to be inaccurate. Lab testing confirmed that these groups of meters had significantly degraded accuracy compared to a reference data set of more than 5,000 meters that E Source has compiled over many projects.

The primary goal for this expanded scope is to complete additional analysis to prioritize remaining customer meters for further lab testing such that the results can be used to inform the City's replacement strategy.

Scope of Work

Task 1: Develop Cohorts of Small Customer Meters for Additional Testing

E Source will analyze usage patterns to cluster meters with similar characteristics that have the largest decrease in usage after AMI deployment. Characteristics that E Source have discussed with Bentonville for use in this analysis include: Register serial patterns, register types, meter body type, meter body material (composite vs brass), meter size, and customer type.

Recommended meters for testing will balance considerations with available supply of new replacement customer meters.

Outcomes:

- A summary of the factors that best predict a decline in usage after AMI deployment. These factors will be used to prioritize cohorts of meters for testing.
- Sample-size selection describing the number of meters to test from each cohort of customer meters.
- Lists of randomly selected customer meters to pull for testing and to inform Task 2 described below.

Task 2: Analyze Test Results & Available Spatial Data to Build Replacement Plans

In order to build a business case for and to prioritize the replacement effort, E Source will analyze test results gathered in addition to available spatial data describing customer meter locations. Spatial data will be analyzed to identify clusters of meters with like characteristics such that replacement crews can focus their efforts in one area at a time.

Outcomes:

- Derivation of the mean accuracy for each cohort of customer meters in addition to statistical significance as it relates to replacement decision making.
- A cost-benefit analysis of meter replacement for each cohort.
- A final technical memorandum describing all findings and replacement recommendations.

Task 3: Develop Materials to Support Internal Meter Test Programming

E Source made some initial recommendations for large and small customer meter test program development in the previous scope of work. This task would build upon those recommendations to provide the city with tools to support test completion and result data archival.

Outcomes:

- New Small Meters: Sample size recommendations for new batches of small customer meters
- In-Service Small Meters Sample size recommendations for testing in-service small customer meters over the next five years.
- In-Service Large Meters: A revenue-prioritized schedule for testing large customer meters to maintain their accuracy after initial problems have been resolved.
- New Large Meters: Recommendations to test each new-large customer meter after installation.
- Test result data collection sheets for field staff to use.
- Test result data archival tools, such as templated excel workbooks with clearly defined columns for analysis.
- Written standard operating procedures (SOP) describing the steps to test small and large customer meters to ensure consistent methodology going forward given potential staff turnover.

Task 4: Complete Quarterly System-Wide Loss Assessments for Two Years

E Source will analyze production and customer usage data each quarter to provide a system-wide loss assessment such that the City can track progress towards reducing water losses. The loss assessments will leverage industry-leading key performance indicators. E Source will set up an automated loss monitoring dashboard first. Should technical issues delay automated loss assessments and dashboard setup, E Source will instead provide brief assessments of system loss quarterly.

Outcomes:

- An automated dashboard summarizing system loss on a rolling quarterly basis, updated each month.
- Or eight summary reports of system losses, one for each quarter.

Task 5: District Metered Area Assessment & Planning

E Source will analyze available system data, including GIS data where available, in addition to discussions with City staff, to identify candidate areas for developing district metered areas (DMAs). DMAs are hydraulically discrete portions of the distribution system with metered inlets and outlets such that the volume of authorized use inside the zone boundaries can be compared with the net volume of supply into the area. By comparing use with supply, functioning DMA's allow system managers to deploy water loss recovery efforts to specific areas strategically when losses exceed a predetermined threshold.

This task would help the City to plan for DMA implementation and position E Source to assist with that implementation and monitoring in the future should that be of interest.

Outcomes:

1. A report identifying candidate areas to develop district metered areas (DMAs) including zone statistics such as the number of boundary sites (inlets & outlets), miles of main, and count of service connections based on available data.
2. An updated baseline loss assessment for the existing DMA with the possibility of continued monitoring depending on initial findings.
3. A DMA implementation plan documenting the general steps and considerations for establishing DMAs based on E Sources extensive experience.

Optional Task 6: Complete an Insertion Meter Test on the 24 Inch Supply Line from Beaver Water

Beaver Water has already volunteered to have the City's source meters tested using an ultrasonic meter. This effort may be sufficient for the City to rule out source meter inaccuracy as a contributing factor in their elevated loss levels. However, should additional testing be beneficial, E Source included pricing for that work in this proposal as a reference.

Outcomes:

- A report quantifying the source meter's accuracy in addition to test margins of error.
- Assessment of the impact inaccuracy may have on water losses.

Project Team ^[NL3]

E Source aims to provide the right team of focused experts on each project we pursue—highly skilled senior consultants, comprised of experts in their fields who understand the unique drivers, responsibilities, and needs of our clients. We have assembled a team of consulting experts with the directly relevant experience needed for project success.



Project Team Qualifications

The following information provides highlights of each team member's qualifications to support this project. Resumes for each are provided as **Appendix A** of this proposal. In addition to the identified project team, we have several other on-demand resources and support staff who are available if and as needed.

Kris Williams, Project Lead

- 7+ years of water loss consulting experience, including managing all aspects of water loss control program development; 7+ years of experience with WSO (acquired by E Source in 2021); currently serves as Director of TPI Water Loss Consulting
- Developed and implemented multi-year programs in partnership with water utility clients—from initial proposal to project hand-off
- Expertise includes applying statistics; cleaning and analyzing data; developing program tools to process client data efficiently and consistently; and coordinating, executing, and reporting on extensive field data collection projects (including leak detection, comprehensive pressure surveys, source meter testing, and customer meter flow profiling)
- Served in same role for the City of Fountain Valley (reference project 1), Moulton Niguel Water District (reference project 2), Coachella Valley Water District (reference project 3), and the East Bay Municipal District (reference project 4) among others
- Authored technical reports ranging from customer meter management strategies to comprehensive water loss control master plans for both small and large water utilities

Reinhard Sturm, Water Loss Subject Matter Expert

- 20+ years of water loss consulting experience
- Served as Water Loss SME supporting water loss audit, prevention, and control programs for 50+ utility clients
- 19 years of experience with WSO (acquired by E Source in 2021); currently serves as Senior Vice President, TPI Water Loss Consulting
- Frequent speaker at AWWA and WEF conferences on water loss management; co-authored *Water Loss Control* (2nd Ed.) and published 20+ papers on various water loss topics
- Served in same role for Moulton Niguel Water District (reference project 2), Coachella Valley Water District (reference project 3), and the East Bay Municipal District (reference project 4) among others

Don Rankin, Water AMI and Water Operations Subject Matter Expert

- 30+ years of water utility experience; 7+ years of experience with E Source (Director, Water Operations)
- Experience includes 19 years as Utilities Director at the City of Topeka, where he gained extensive experience investigating and resolving water loss
- Expertise includes defining, developing and directing multiple water loss initiatives, including development of reporting tools that extracted information from a SunGard HTE billing application to identify billing failures due to new account additions, rate misapplication to accounts, High/Low reporting failures, off cycle billing escapes, misapplication of cancel / rebill for sewer adjustments, aged payment processing, and identification of accounts where a single customer had outstanding debt.
- Served as Water AMI Meter and Operations SME supporting utility IT and OT systems planning, acquisition, implementation and integration projects involving AMI, MDMS, data analytics, and related technologies for 30+ utility clients, including Long Beach Water (reference project 5) and WaterOne (reference project 6)
- Frequent speaker at AWWA and WEF conferences on AMI reporting, asset management, cost reduction, and leadership practices

George Prounis, Water Loss Project Analyst

- PhD in neuroscience with deep experience in applied statistics to derive insights from complex data for a variety of industry clients.
- More than a decade of experience in data analysis, research and scientific publication in both academia and industry.
- Professional certifications in descriptive and predictive analytics.

Fee

E Source proposes to perform the scope of services as detailed in this proposal for a fixed labor fee of \$143,000. The breakdown of this fee is shown in the table below.

Task	Hours Cost	Estimated Expenses	Total Fee
Task 1: Develop Cohorts of Small Customer Meters for Additional Testing	\$24,000	-	\$24,000
Task 2: Analyze Test Results & Available Spatial Data to Build Replacement Plans	\$18,000	-	\$18,000
Task 3: Develop Materials to Support Internal Meter Test Programming	\$20,046	\$1,954	\$22,000
Task 4: Complete Quarterly System-Wide Loss Assessments for Two Years	\$35,000	-	\$35,000
Task 5: District Metered Area Assessment & Planning	\$33,364	\$1,636	\$35,000
Optional Task 6: Complete an Insertion Meter Test	\$8,182	\$818	\$9,000
Total			\$143,000

E Source has calculated the proposed fee based on experience completing several similar projects. Our fee includes all services and deliverables described herein. E Source can adjust the scope of work to provide support to match the needs of Bentonville.

Assumptions

The following assumptions apply to this proposal:

- E Source's proposed fee to implement this Scope of Work is based on the timely start and timely completion of each proposed task as outlined in the project schedule provided herein. If an unforeseen delay in any proposed task(s) impacts the level of effort identified or exceeds the duration outlined in the proposed schedule, E Source reserves the right to develop a change order applicable to the additional services / level of effort required to complete the impacted task(s).
- These rates and estimates are exclusive of taxes. Any required state, city, or local government taxes, fees, or business licenses costs will be invoiced at actual cost incurred.
- Bentonville will provide E Source with working space, network connections, infrastructure, administrative support, and other services and materials reasonably required to perform project work while onsite at City offices, if requested.

Payment Terms

Payment terms are net thirty (30) days unless otherwise agreed upon. E Source reserves the right to charge one and one-half (1.5%) percent per month, or the maximum rate permitted by law, if less than 1.5%, on any balance remaining unpaid after thirty (30) days.

Proposal Terms and Conditions

Terms of this proposal remain valid for 90 days from date of submittal. E Source reserves the right to negotiate any terms and conditions of the written agreement relating to this SOW with Bentonville.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO AN AMENDED PROFESSIONAL SERVICES
AGREEMENT, WITH E SOURCE COMPANIES, LLC, FOR WATER
LOSS CONTROL SUPPORT; ADJUSTING THE 2023 BUDGET TO
PROVIDE FUNDING FOR THIS ANALYSIS; AND FOR OTHER
PURPOSES.**

WHEREAS, the City of Bentonville wishes to engage a professional consultant to assist with water loss control;

WHEREAS, E Source Companies, LLC has been selected pursuant to the City of Bentonville's professional service selection process in accordance with Arkansas law; and

WHEREAS, a budget adjustment in the amount of one hundred forty-three thousand dollars (\$143,000.00) is required to fund this agreement.

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

Section 1: That the Mayor and City Clerk are authorized to enter into an amended Professional Services Agreement, with E Source Companies, LLC, for a water loss control support in an amount not to exceed one hundred forty-three thousand dollars (\$143,000.00);

Section 2: The 2023 budget is hereby adjusted to appropriate one hundred forty-three thousand dollars (\$143,000.00) from utility fund reserves to Account #503020-4310 - Professional Services/Other;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES CITY CLERK



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Airport
Submitted by	Debbie Griffin
Phone	(479) 254-3791

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 approve a budget adjustment to recognize funds from 2 CARES act grants totaling \$23,000.00 and \$59,000.00. The grants reimbursed operating expenses and wages. A budget adjustment is needed to recognize funds.					

Estimated Cost	0.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	





Budget Adjustment Request

Date of City Council Meeting	6/13/2023
Department	Airport
Submitted by	Debbie Griffin
Phone	(479) 254-3791

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> To recognize funds received from 2 CARES act grants.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101650	33110	Federal Direct Grant	\$ 52,057.07	
102010	33110	Federal Direct Grant	\$ 29,942.93	
		Totals	\$ 82,000.00	\$ -
		Net Impact on Fund Balance	\$ 82,000.00	

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



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PLEASE RECYCLE





U.S. Department
of Transportation
Federal Aviation
Administration

Arkansas/Oklahoma
Airports District Office
Southwest Region

FAA ASW-630
10101 Hillwood Parkway
Fort Worth, TX 76177

CRRSA Transmittal Letter

April 6, 2021

The Honorable Stephanie Orman
Mayor of Bentonville
Bentonville, AR 72712

Dear Mayor Orman:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, **Grant No. 3-05-0006-018-2021 for Bentonville Municipal/Louise M Thaden Field Airport**. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than May 15, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Kathy Franklin, (817) 222-5697 is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



[Glenn Boles \(Apr 6, 2021 17:41 CDT\)](#)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office

3-05-0006-019-2022



U.S. Department
of Transportation
Federal Aviation
Administration

Arkansas/Oklahoma Airports
District Office
Southwest Region

FAA ASW-630
10101 Hillwood Parkway
Fort Worth, TX 76177

Airport Rescue Grant Transmittal Letter

November 10, 2021

The Honorable Stephanie Orman
Mayor of Bentonville
Bentonville, AR 72712

Dear Mayor Orman:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-05-0006-019-2022 for Bentonville Municipal/Louise M Thaden Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **January 15, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

3-05-0006-019-2022

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Andy Garza is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,


Glenn Boles (Nov 10, 2021 10:38 CST)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office

RESOLUTION NO. _____

**A RESOLUTION RECOGNIZING EIGHTY-TWO THOUSAND DOLLARS
(\$82,000.00) IN CARES ACT FUNDED AIRPORT GRANTS; ADJUSTING THE 2023
BUDGET; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Municipal Airport received 2 CARES ACT funded grants in the total amount of eighty-two thousand dollars (\$82,000.00);

WHEREAS, these funds are reimbursement grants for building/maintenance and salaries/wages; and

WHEREAS, the 2023 budget needs to be adjusted to recognize these funds.

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

Section 1: The 2023 Budget is hereby adjusted to recognize CARES ACT funds and to appropriate them to various accounts as noted below:

Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101650	33110	Federal Direct Grant	\$ 52,057.07	
102010	33110	Federal Direct Grant	\$ 29,942.93	
		Totals	\$ 82,000.00	\$ -
		Net Impact on Fund Balance	\$ 82,000.00	

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

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

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Legal
Submitted by	Gladys Shoemake
Phone	(479) 271-3115

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Request for approval of a Resolution to declare an assortment of out dated Fire Department Bunker Gear as surplus to be transferred to Ashley County, Arkansas Fire Department. The Bunker Gear includes items such as pants, coats, boots, helmets, coveralls, gloves etc.; Ashley County is aware the items are outdated and the City will receive written confirmation of such acknowledgement prior to physical transfer of the goods. No budget adjustment is needed.					

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



RESOLUTION NO. _____

A RESOLUTION DECLARING AN ASSORTMENT OF OUTDATED BUNKER GEAR BELONGING TO THE CITY OF BENTONVILLE FIRE DEPARTMENT, AS SURPLUS PROPERTY; AUTHORIZING ITS TRANSFER TO ASHLEY COUNTY FIRE DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville City Council has determined that an assortment of outdated bunker gear, belonging to the Fire Department, should be declared surplus property;

WHEREAS, the outdated bunker gear consists of items such as bunker pants, coats, boots, helmets coveralls, etc.;

WHEREAS, upon being approved and declared as surplus, these items will be transferred to the Ashley County, Arkansas Fire Department; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The City of Bentonville may dispose of the outdated Bunker Gear;

Section 2: A record of all items that are disposed of shall be maintained;

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 AND APPROVED THIS _____ DAY OF _____, 2023.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Fire
Submitted by	Justin Scantlin
Phone	(479)-271-5927

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 competitive bidding to purchase eight LUCAS 3 Chest Compression Systems (and itemized accessories) from Stryker, in the amount of \$135,046.85 (including taxes and trade-in discount), and declaring eight LUCAS 2 Chest Compression Systems as surplus to be traded in to Stryker for \$16,000 towards this purchase. Due to Stryker being the sole source provider of these items, it is neither practical nor feasible to solicit competitive bidding. No Budget Adjustment is needed.					

Estimated Cost	\$135,046.85
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Inter-office Memorandum

To: Mayor Orman and City Council
From: Justin Scantlin, Fire Chief
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager
Date: 6/13/2023
Re: LUCAS Chest Compression System Replacement

Fire Department Staff is requesting Council approval to waive competitive bidding to purchase eight LUCAS 3 Chest Compression Systems. This will include desk-top chargers, external power supplies, and a Code-Stat 11 Data Review Seat License.

The LUCAS 3's are replacing our current 2011 LUCAS 2's that are becoming obsolete due to age and updated to adhere to American Heart Association guidelines. We are requesting to declare these surplus and trade them in.

The LUCAS devices provide uninterrupted, consistent, and high-quality chest compressions. This also improves EMS provider's efficiency, and safety. The Code-Stat 11 Data Review Seat License will allow transmission uploads to the patient's records and can be used for continuous quality improvements.

This is a budgeted item in the fire department 2023 budget.

Thank you for your consideration.

May 2023

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

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M0000008130 REV AB

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com



Bentonville FD (8) Lucas

Quote Number: 10693273

Remit to: Stryker Medical

Version: 1

P.O. Box 93308

Prepared For: BENTONVILLE FIRE DEPT

Chicago, IL 60673-3308

Attn:

Rep: Logan Cruse

Email: logan.cruse@stryker.com

Phone Number:

Quote Date: 04/26/2023

Expiration Date: 08/07/2023

Delivery Address

Name: BENTONVILLE FIRE DEPT

Account #: 1298188

Address: 800 SW A ST

BENTONVILLE

Arkansas 72712-6225

End User - Shipping - Billing

Name: BENTONVILLE FIRE DEPT

Account #: 1298188

Address: 800 SW A ST

BENTONVILLE

Arkansas 72712-6225

Bill To Account

Name: CITY OF BENTONVILLE

Account #: 1298187

Address: 1000 SW 14TH ST

BENTONVILLE

Arkansas 72712-3625

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	8	\$16,027.36	\$128,218.88
2.0	11576-000060	LUCAS Desk-Top Battery Charger	2	\$1,148.65	\$2,297.30
3.0	11576-000071	LUCAS External Power Supply	8	\$492.00	\$3,936.00
5.0	11600-000030	CODE-STAT 11 Data Review Seat License	1	\$3,186.90	\$3,186.90
Equipment Total:					\$137,639.08

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	8	-\$2,000.00	-\$16,000.00

Price Totals:

Estimated Sales Tax (9.500%):	\$11,555.71
Freight/Shipping:	\$1,852.06
Grand Total:	\$135,046.85

Comments:



Bentonville FD (8) Lucas

Quote Number: 10693273

Version: 1

Prepared For: BENTONVILLE FIRE DEPT

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Logan Cruse

Email:

logan.cruse@stryker.com

Phone Number:

Quote Date: 04/26/2023

Expiration Date: 08/07/2023

NASPO OK-SW-300

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF (8) EIGHT LUCAS 3 CHEST COMPRESSION SYSTEMS FOR THE BENTONVILLE FIRE DEPARTMENT AMBULANCE SERVICE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED ONE HUNDRED THIRTY-FIVE THOUSAND FORTY-SIX DOLLARS AND EIGHTY-FIVE CENTS (\$135,046.85), WITH STRYKER FOR THIS PURCHASE; DECLARING CERTAIN PROPERTY AS SURPLUS PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department currently maintains (8) eight 2011 Lucas 2 Compression Systems;

WHEREAS, it has been determined that Lucas 3's are replacing the 2011 Lucas 2's model due to age and updates that adhere to the American Heart Association Guidelines;

WHEREAS, upon being approved and declared as surplus, the (8) eight 2011 Lucas 2 Compression Systems will be traded in for sixteen thousand dollars (\$16,000.00) towards the purchase;

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Stryker for the purchase of (8) eight Lucas 3 Chest Compression Systems for the Bentonville Fire Department Ambulance Service, in an amount not to exceed one hundred thirty-five thousand forty-six dollars and eighty-five cents (\$135,046.85);

Section 2: This purchase will be made using budgeted funds;

Section 3: The City of Bentonville may dispose of the outdated 2011 Lucas 2 compression systems;

Section 4: A record of all items that are disposed of shall be maintained;

Section 5: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of Lucas Chest Compression Systems for the Bentonville Fire Department Ambulance Service;

Section 6 - 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 7 - 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	6/13/2023
Department	Fire
Submitted by	Justin Scantlin
Phone	479-271-5927

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 competitive bidding to purchase one Stryker Power-Pro XT Cot and Loading System (and itemized accessories) from Pinnacle, in the amount of \$61,358.33 (including taxes). Due to Stryker being the sole source provider of these items, it is neither practical nor feasible to solicit competitive bidding. No Budget Adjustment is needed.					

Estimated Cost	\$61,358.33
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Inter-office Memorandum

To: Mayor Orman and City Council
From: Justin Scantlin, Fire Chief
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager
Date:
Re: Stryker Cot and Loading System Purchase

Fire Department Staff is requesting Council approve a bid waiver to purchase a Stryker power cot and loading system from Pinnacle Emergency Vehicles.

Stryker is a sole source vendor for the cots and loading system when installed into an ambulance. Pinnacle Emergency Vehicles is a local distributor of ambulances. Pinnacle Emergency Vehicles purchased a cot and loading system prior to a price increase by Stryker. Pinnacle Emergency Vehicles price also includes installation. If purchased directly from Stryker we would have to pay the price with the increase, and an additional installation charge. This is a budgeted item in the 2023 fire department budget.

Thank you for your consideration.

May 2023

Power-PRO™ XT Cot sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-PRO XT Cot (Model 6506). This correspondence is to inform you of the characteristics of the Power-PRO Cot. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Qualifications:

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-PRO XT Cot conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-LOAD Cot Fastener and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD Cot Fastener and X-Restraints.

Ease of use:

- The cot has a weight capacity of 700 lb.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. Thus, the cot will not abruptly jar the operator or patient.
- The battery is placed at the foot end of the stretcher.
- The cot legs power-retract in 3.5 seconds which speeds load time.
- The cot provides a load height of 36" and is operator adjustable to match the deck height of individual ambulances.
- The foot-end of the cot provides lifting bars and operator controls at two different heights, thus providing optimal ergonomics to most operator heights.
- The foot end of the cot contains a large battery indicator light which displays amber or green which indicates battery level. A warning is given by a flashing amber light, providing the operator the time to change the battery before full depletion of power.
- The Model 6506 has 6" x 2" sealed casters and bearings.
- The cot features a foot end mounted hourly usage meter. This tool can be used to determine the timing of preventative maintenance checks.
- The cot features powder-coating of the aluminum frame (including the patient handling surfaces) and sealed caster bearings, thus reducing aluminum oxidation throughout the cot.
- The cot is power washable.

Please contact your Sales Representative for further information.

Sincerely,



John Gyeskey, Sr. Manager, Downstream Marketing

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Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | [stryker.com](https://www.stryker.com)



Bentonville FD power system

Quote Number: 10703286

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: BENTONVILLE FIRE DEPT

Chicago, IL 60673-3308

Attn:

Rep: Logan Cruse

Email: logan.cruse@stryker.com

Phone Number:

Quote Date: 05/16/2023

Expiration Date: 08/14/2023

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	BENTONVILLE FIRE DEPT	Name:	BENTONVILLE FIRE DEPT	Name:	CITY OF BENTONVILLE
Account #:	1298188	Account #:	1298188	Account #:	1298187
Address:	800 SW A ST	Address:	800 SW A ST	Address:	1000 SW 14TH ST
	BENTONVILLE		BENTONVILLE		BENTONVILLE
	Arkansas 72712-6225		Arkansas 72712-6225		Arkansas 72712-3625

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	1	\$27,367.31	\$27,367.31
2.0	77100500	ProCare Power-LOAD Installation	1	\$562.00	\$562.00
3.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	1	\$28,322.94	\$28,322.94
4.0	650600030010	XPR RESTRAINT PACKAGE	1	\$624.39	\$624.39
Equipment Total:					\$56,876.64

Price Totals:

Estimated Sales Tax (9.500%):	\$5,403.28
Freight/Shipping:	\$721.11
Grand Total:	\$63,001.03

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.



Date: March 30, 2023
QUOTE # 23-0119-001Rev2
Expiration Date: June 30, 2023

Customer ID: AR-Bentonville

Qty	Description	Unit Price	Discount	Line Total
1	Stryker 6390 Power-LOAD w/installation onto existing floor plate	\$27,556.00		\$27,556.00
1	Stryker 6506 – Power-PRO XT High Config Cot w/XPR Restraints	27,243.00		27,243.00
2	Stryker SMRT Battery Pack	618.00		1,236.00
Total Discount				
			Subtotal	56,035.00
			Sales Tax 9.5%	5,323.33
			Total	\$61,358.33

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ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF A STRYKER POWER-PRO XT COT & LOADING SYSTEM FOR THE BENTONVILLE FIRE DEPARTMENT AMBULANCE SERVICE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED SIXTY-ONE THOUSAND THREE HUNDRED FIFTY-EIGHT DOLLARS AND THIRTY-THREE CENTS (\$61,358.33), WITH PINNACLE EMERGENCY VEHICLES FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department is requesting approval to purchase a Stryker Power Cot and Loading System;

WHEREAS, it has been determined that Pinnacle Emergency Vehicles is a local distributor for the sole source vendor, Stryker and currently has the cot and loading system available with a reduced cost and warranties intact which includes installation; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Pinnacle Emergency Vehicles for the purchase of a Stryker Power-Pro XT Cot & Loading System for the Bentonville Fire Department Ambulance Service, in an amount not to exceed sixty-one thousand three hundred fifty-eight dollars and thirty-three cents (\$61,358.33);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of Stryker Power-Pro XT Cot and Loading System for the Bentonville Fire Department Ambulance Service;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Fire
Submitted by	Chief Justin Scantlin
Phone	(479) 271-5927

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to enter into an Agreement with Banner Fire Equipment through participation in the HGAC Cooperative (Co-op) contract, FS12-19 to purchase 2024 100' E-One Aerial in the amount of \$1,500,000.00, and to declare a 1999 E-One 75' Aerial as surplus to be traded in for a \$43,500.00 towards the purchase price. No budget adjustment is needed.					

Estimated Cost	\$1,456,500.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Inter-office Memorandum

To: Mayor Orman and City Council

From: Justin Scantlin, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager

Date: 6/13/2023

Re: 100' E-One Aerial Purchase and 75' E-One Aerial Surplus (Trade-in)

The Fire Department is requesting approval to purchase a 100' E-One Aerial in the 2023 budget and declare our current 1999 E-One 75' as surplus.

The current 75' aerial does not meet NFPA or ISO recommendations and is at the end of service life. The 100' aerial would be purchased under the HGAC Co-operative at a cost of \$1,500,000.00 and the 75' would be utilized as a trade-in credit of \$43,500.00. The actual cost of the 100' aerial would be \$1,456,500.00.



FIRE APPARATUS PROPOSAL

DATE: May 22 ,2023

This proposal has been prepared for:

**BENTONVILLE FIRE DEPARTMENT
800 SW A STREET
BENTONVILLE, ARKANSAS 72712**

Pricing per HGAC Contract FS12-19

UNIT QUANTITY	MODEL	PRICE
1	Typhoon HR100 750 lb tip load single axle ladder with Cummins X12 500 hp engine, 1500 gallon pump and 500 gallon water tank	\$1,500,000.00
1	Trade in of 1999 HP75	\$43,500.00
	Final bid price with trade	\$1,456,500.00

Delivery prior to end of calendar year 2024. Per E-One President Mike Virnig.. Terms of Payment: total purchase price paid upon delivery of the unit at Bentonville.

Company: BANNER FIRE EQUIPMENT, INC.

By:

Tom Pour

Title:

Apparatus Sales

RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH BANNER FIRE EQUIPMENT THROUGH CO-OP CONTRACT (FS12-19), FOR THE PURCHASE OF A 2024 100' E-ONE AERIAL TRUCK, IN THE AMOUNT OF ONE MILLION FOUR HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$1,456,500.00); DECLARING CERTAIN PROPERTY AS SURPLUS PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department is requesting to purchase a 2024 100' E-One Aerial through participation with Co-Op Contract (FS12-19) while trading a 1999 E-One 75' Aerial;

WHEREAS, upon being approved and declared as surplus, the 1999 E-One 75' Aerial will be traded in for forty-three thousand five hundred dollars (\$43,500.00) towards the purchase price;

WHEREAS, this agreement will be funded with budgeted monies; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 19-11-249.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement through Co-Op Contract (FS12-19) with Banner Fire Equipment, for the purchase of a 2024 100' E-One Aerial Truck for the Bentonville Fire Department, in an amount not to exceed one million four hundred fifty-six thousand five hundred dollars (\$1,456,500.00);

Section 2: The City of Bentonville may dispose of the surplus 1999 E-One 75' Aerial 2011 Lucas 2 compression systems;

Section 3: A record of all items that are disposed of shall be maintained;

Section 4: This purchase will be made using budgeted funds;

Section 5 - 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 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



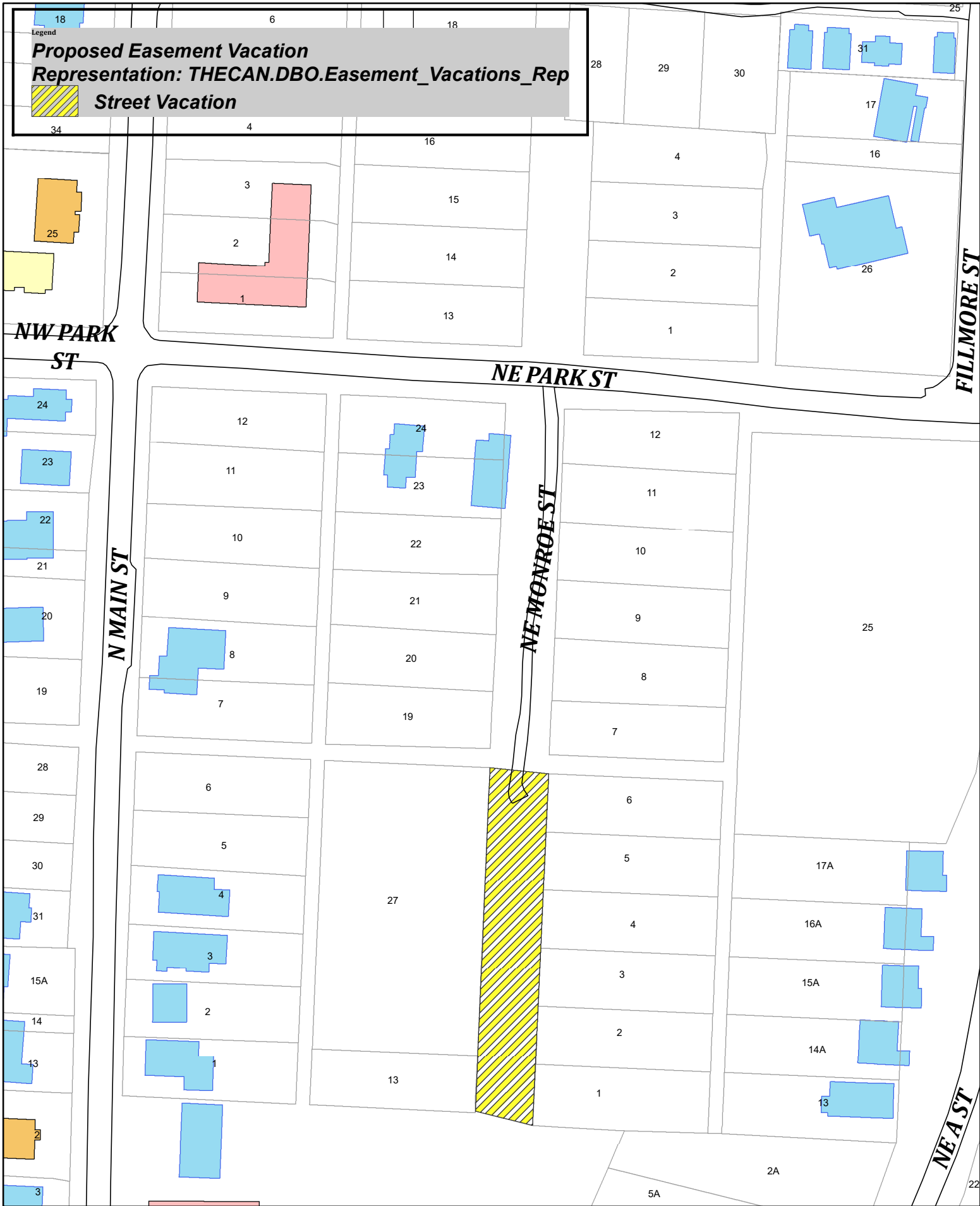
Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Public hearing and ordinance vacating Right of Way Easement requested for Lots 1-6, Block 9 of W.A. Burk's Addition (VAC23-0010).					

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





VAC23-0010
Sterns, Stefan & Peyton
928 N. Main Street
(ROW Vacation)

1 inch = 104 feet



ORDINANCE NO _____

**AN ORDINANCE VACATING RIGHT OF WAY EASEMENT LOCATED AT
LOTS 1-6, BLOCK 9 OF W.A. BURK'S ADDITION THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS (VAC23-0010).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Sand Creek Engineering asking the City Council to vacate right of way easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Part of the 50' platted street right-of-way located between Block 5 and Block 9 in W.A. Burk's Addition as shown on Plat Record Book 'A' Page 81 & 119, and recorded at the Benton County Clerk's Office, Benton County, Arkansas. and being more particularly described as follows:

A 50' Platted Street Right-of-Way lying between Lots 1, 2, 3, 4, 5, 6, of Block 9, and Lot 13, Block 5, and Lot 27, (formerly Lots 14 through 18) of Block 5, as shown on Plat Record Book/Page L202308310, all in W.A. Burk's Addition as recorded in the Benton County Clerk's Office, Benton County, Arkansas.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way easement.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bentonville, Arkansas:

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to a right of way easement designated as follows:

Part of the 50' platted street right-of-way located between Block 5 and Block 9 in W.A. Burk's Addition as shown on Plat Record Book 'A' Page 81 & 119, and recorded at the Benton County Clerk's Office, Benton County, Arkansas. and being more particularly described as follows:

A 50' Platted Street Right-of-Way lying between Lots 1, 2, 3, 4, 5, 6, of Block 9, and Lot 13, Block 5, and Lot 27, (formerly Lots 14 through 18) of Block 5, as shown on Plat Record Book/Page L202308310, all in W.A. Burk's Addition as recorded in the Benton County Clerk's Office, Benton County, Arkansas.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



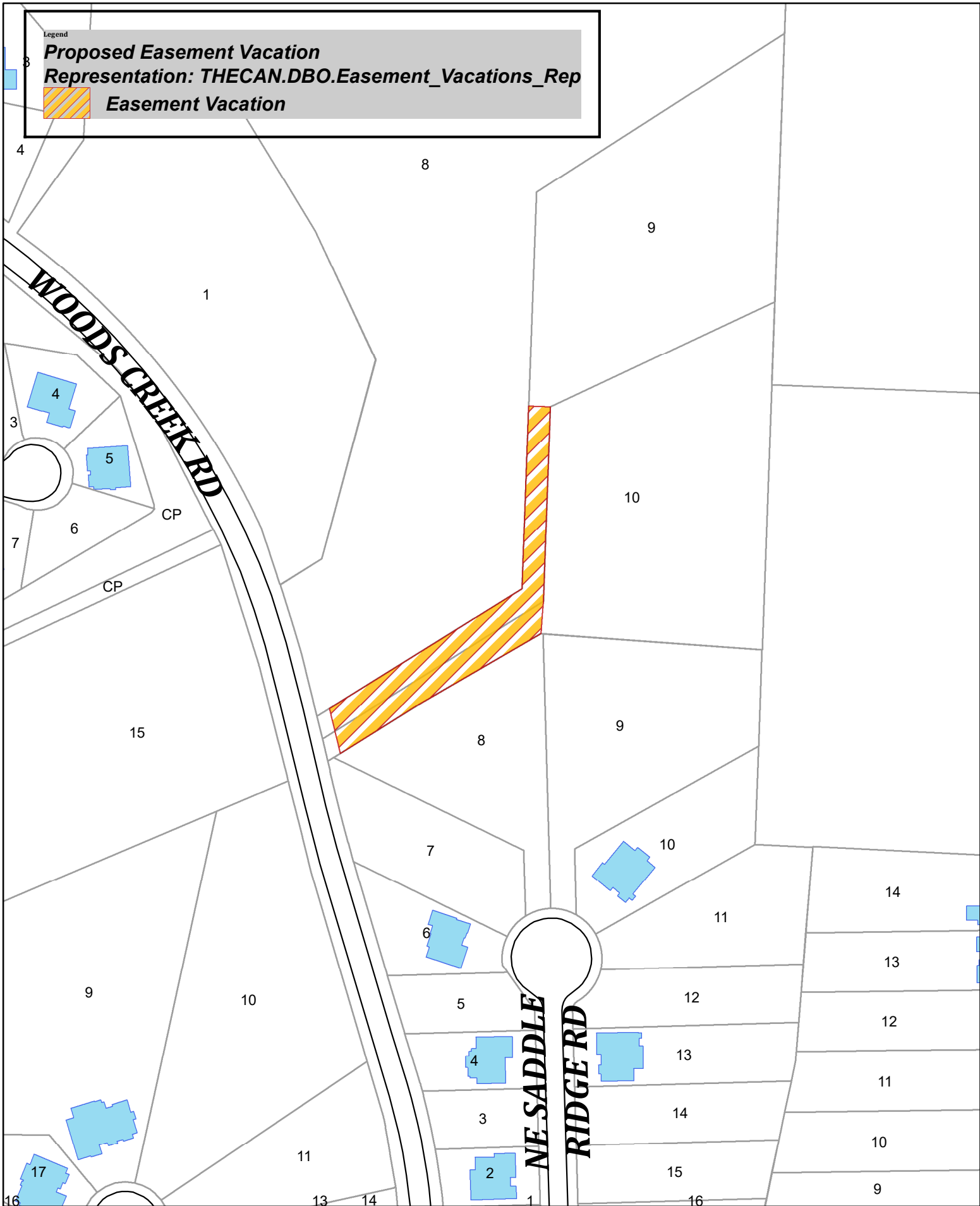
Agenda Item Form

Date of City Council Meeting	6/13/2023
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 June 27, 2023 for a Utility Easement Vacation requested for Lots 9-10 of East Ridge Subdivision (VAC23-0011).					

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





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 Slo-Hko, LLC & Dupps Squared, Inc. requesting a utility easement vacation (VAC23-0011) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

Part of Lots 9 and 10 of East Ridge Subdivision as recorded at Plat #L202305464, City of Bentonville, Benton County, Arkansas, being more particularly described as follows: Beginning at a found 1/2" rebar at the Southwesterly corner of said Lot 10; Thence N 13°41'49" W along the Westerly line of Lots 10 and 9, a distance of 63.16 feet to a found 5/8" rebar at the Northwesterly corner of said Lot 9; Thence N 58°07'47" E along the Northerly line of said Lot 9, a distance of 331.59 feet to a found 5/8" rebar; Thence N 02°05'27" E along the Northerly line of said Lot 9, a distance of 251.16 feet; Thence S 87°54'33" E, a distance of 30.00 feet to a found 5/8" rebar on the Northerly line of aforesaid Lot 10; Thence S 02°05'27" W along the Northerly line of said Lot 10, a distance of 267.12 feet to a found 5/8" rebar; Thence S 04°22'45" W, a distance of 44.71 feet to a found 1/2" rebar on the Southerly line of said Lot 10; Thence S 59°55'57" W along the Southerly line of said Lot 10, a distance of 192.53 feet to a found 1/2" rebar; Thence S 58°07'47" W along the Southerly line of said Lot 10, a distance of 148.38 feet to the Point of Beginning, containing 0.67 Acres more or less.
Less and Except the 20' wide Utility Easement along the easterly Right of Way line of Woods Creek Rd Right of Way, per Plat #2013-527.

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 June 27, 2023 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



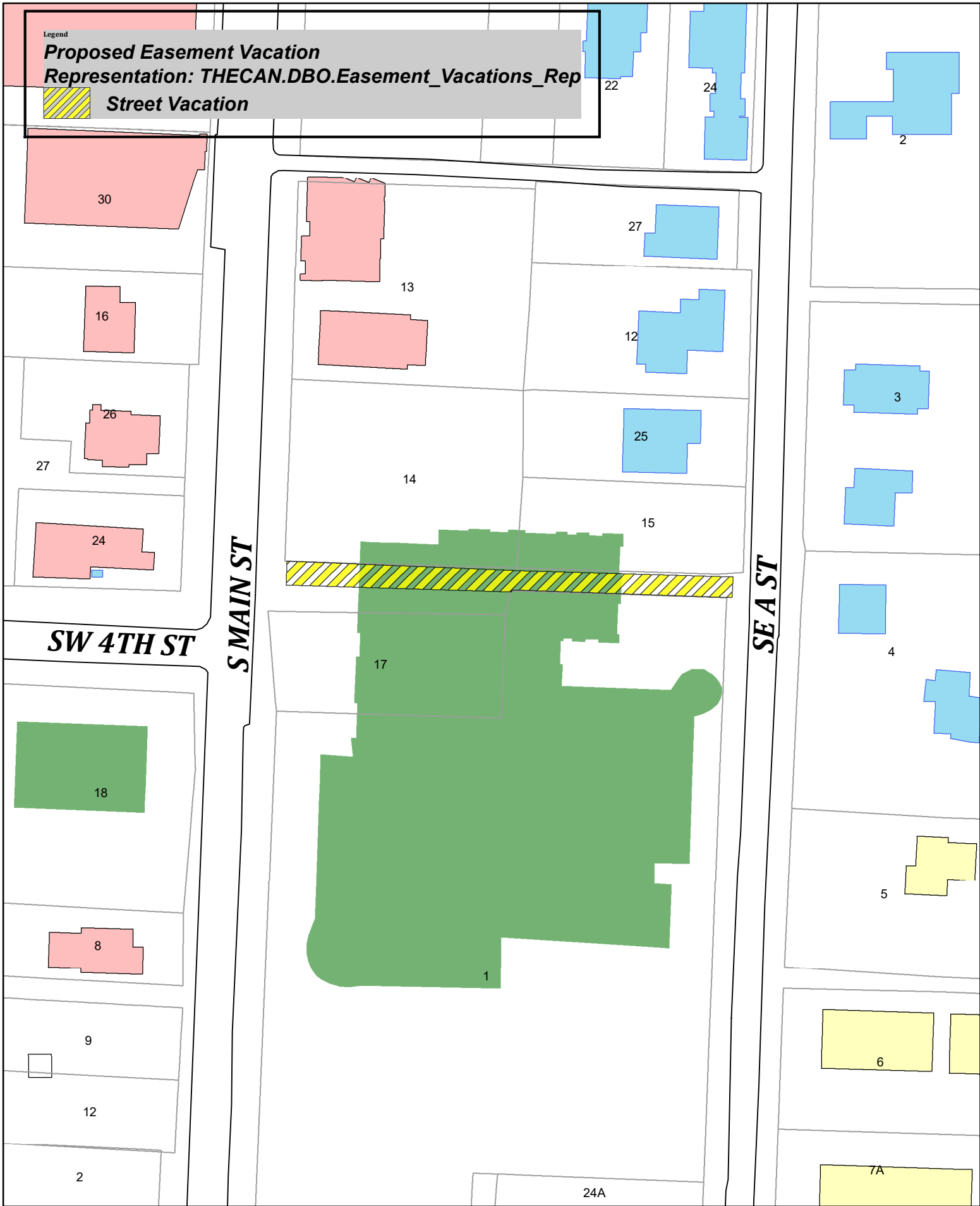
Agenda Item Form

Date of City Council Meeting	6/13/2023
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 June 27, 2023 for a Right of Way Vacation requested for 405 South Main Street, Library Phase 2, Lot 1 (VAC23-0012).					

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





VAC23-0012
Proposed Street Right-of-Way Vacation
 188

1 inch = 83 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 Ecological Design Group requesting right of way vacation (VAC23-0012) within the City of Bentonville, Arkansas be vacated, which said right of way easement is described as follows:

SOUTHEAST 4TH STREET RIGHT-OF-WAY VACATION LEGAL DESCRIPTION:
THE PLATTED RIGHT-OF-WAY OF SOUTHEAST 4TH STREET, LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF BLOCK 3 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, AS PER THE PLAT THEREOF FILED IN BOOK "A" AT PAGE 38, ALSO LYING WEST OF AND ADJACENT TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST A STREET, ALSO LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 1 OF LIBRARY ADDITION TO THE CITY OF BENTONVILLE, AS PER THE PLAT THEREOF FILED IN BOOK 2005 AT PAGE 759, ALSO LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 17 IN BLOCK 3 OF RAILROAD ADDITION AS PER A FILED SURVEY PLAT FILED IN BOOK 15 AT PAGE 91, ALSO LYING EAST OF AND ADJACENT TO THE EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST MAIN STREET, ALL BEING LOCATED IN SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, SAID PLATTED RIGHT-OF-WAY OF SOUTHEAST 4TH STREET BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE INTERSECTION OF SAID EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST MAIN STREET AND THE SOUTH LINE OF SAID BLOCK 3 OF RAILROAD ADDITION, SAID POINT BEING S87°41'20"E 2.19' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID BLOCK 3 OF RAILROAD ADDITION AND RUNNING THENCE ALONG SAID SOUTH LINE S87°41'20"E 162.74' TO AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF LOT 15 IN SAID BLOCK 3 OF RAILROAD ADDITION, THENCE CONTINUING ALONG SAID SOUTH LINE S88°15'07"E 143.84' TO THE INTERSECTION OF SAID SOUTH BLOCK LINE AND THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST A STREET, THENCE ALONG SAID WEST RIGHT-OF-WAY S03°56'40"W 14.01' TO THE NORTHEAST CORNER OF SAID LOT 1 OF LIBRARY ADDITION, THENCE ALONG THE NORTH LINE THEREOF N87°58'27"W 151.24', THENCE LEAVING SAID NORTH LINE S02°12'56"W 1.48' TO THE NORTHEAST CORNER OF SAID LOT 17 IN BLOCK 3 OF RAILROAD ADDITION, THENCE ALONG THE NORTH LINE THEREOF N88°18'26"W 154.93' TO THE INTERSECTION OF SAID NORTH LINE AND SAID EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHEAST MAIN STREET, THENCE ALONG SAID EAST RIGHT-OF-WAY N02°14'57"E 16.50' TO THE POINT OF BEGINNING, CONTAINING 0.10 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 right of way easement is set for a hearing June 27, 2023 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Street
Submitted by	Tony Davis
Phone	(479) 271-3130

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to authorize the Mayor and City Clerk to enter into an agreement for signal timing/ coordination for 33 traffic signals in the City of Bentonville. No budget adjustment is needed.					

Estimated Cost	\$57,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 06-13-2023
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: Traffic Signal Timing for 2023

The Street Department is requesting approval for the Mayor and City Clerk to enter into an agreement with Traffic Engineering Consultants, Inc. for the signal timing coordination for traffic signals. TEC was selected through the RFQ process. The cost of this request is \$57,000.00 with a three-year renewal option. This is an approved budgeted item for 2023.

Thanks for your consideration, please contact me with any questions. I can be reached by phone at 479-271-3130 or email at todayis@bentonvillear.com.

April 28, 2023

Mayor Orman
City of Bentonville
117 W. Central
Bentonville, AR 72712

RE: 2023-2025 Semi-Annual Traffic Signal Timing

Dear Mayor Orman,

Traffic Engineering Consultants, Inc. (TEC) is pleased to submit this Letter Agreement to provide transportation engineering services to the City of Bentonville on the project referenced above. Our proposed scope of services, schedules and fees are described below.

Scope of Services

Task 1 - Traffic Signal Timing Plan Development

TEC proposes to provide traffic signal timing plans for 33 traffic signal locations for the City of Bentonville annually starting in 2023 and ending in 2025. The retiming of the traffic signal patterns will occur on a semi-annual basis: once in the spring and once in the fall. The signal locations include the intersections along Walton Boulevard (U.S. 71B) from Tiger Boulevard to Medical Center Drive, along 14th Street (S.H. 102) from Greenhouse Road to Water Tower Road, along Regional Airport Boulevard (Highway 12) from Greenhouse Road to SE "I" Street, and along Central Avenue from MLK to I-49.

TEC will use peak hour turning movement traffic counts provided by the City of Bentonville at the intersections where the city has the capability to electronically collect traffic count data for the signal timing plans. The City of Bentonville will provide the peak hour traffic counts once in the spring and once in September. Additionally, TEC will collect peak hour traffic counts at the other nine intersections once per year in September after school has started. The attached list summarizes the traffic counts to be taken by the city and by TEC.

The traffic model will be updated utilizing the new counts. The existing signal timing plans will be reviewed and updated, and new timing plans will be developed where necessary.

Task 2 - Traffic Signal Timing Plan Implementation

TEC will input all signal timing data into the Siemens Tactics system. The timing plans will be downloaded to the traffic signal equipment in the field and adjusted for the traffic

patterns. The goal of the updated traffic signal timing plans is to reduce travel delay and improve vehicle progression on the arterials.

Task 3 - Traffic Signal Timing Support

TEC will be available throughout the year to adjust the signal timing plans on an as needed basis and will provide support to City staff on any traffic signal timing issues.

Schedule

TEC proposes to complete each task within the above specified time frames. The entire project will be completed by December 31, 2025.

Fee and Billing

TEC will provide the services as detailed above for a lump sum basis fee of \$57,000 annually for a total of \$171,000 over three years. Fees will be invoiced on a monthly basis for work completed to date. Invoices will be due and payable within 30 days of receipt.

Closure

If you are in agreement with the terms as stated above, please execute below and return this letter to our office. Fees and times stated in this agreement are valid for ninety (90) days from the date executed by the TEC project manager (the undersigned).

It is agreed that Mayor Orman shall represent the Client to TEC in the provision of services under this agreement.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Should you have any questions or require additional information, please contact me.

Sincerely,



Steven D. Hofener, P.E., PTOE
Principal

SDH/nb

APPROVED

Mayor Orman
City of Bentonville

Date

Table 1 Intersection Count Locations List

Walton Boulevard (US-71B)

Node	Intersection	Peak Hour Time
1	Tiger Boulevard	(6 a.m.-7 p.m.) (TEC)
	23 Wal-Mart Drive	(6 a.m.-10 p.m.) (City of Bentonville)
	53 NW 3 rd Street	(6 a.m.-10 p.m.) (City of Bentonville)
2	W Central Avenue (SH-72)	(6 a.m.-10 p.m.) (City of Bentonville)
6	Supercenter	(6 a.m.-10 p.m.) (City of Bentonville)
7	SW 8 th Street	(6 a.m.-10 p.m.) (City of Bentonville)
	37 SW 8 th Street and SW I Street	(6 a.m.-10 p.m.) (City of Bentonville)
	28 SW Redbud Street	(6 a.m.-10 p.m.) (City of Bentonville)
	26 SW 18 th Street	(6 a.m.-10 p.m.) (City of Bentonville)
	22 SW 28 th Street	(6 a.m.-10 p.m.) (City of Bentonville)
	32 SW Regional Airport Boulevard (SH -12)	(6 a.m.-7 p.m.) (TEC)
16	SW J Street	(6 a.m.-7 p.m.) (TEC)
	31 Medical Center Parkway	(6 a.m.-10 p.m.) (City of Bentonville)

Regional Airport Boulevard (SH 12)

43	Greenhouse Road	(6 a.m.-7 p.m.) (TEC)
42	Bright Street	(6 a.m.-7 p.m.) (TEC)
35	SW Reg. Airport Blvd. (SH -12) & SE "I" St	(6 a.m.-7 p.m.) (TEC)

14th Street (Hwy 102)

40	Greenhouse Road	(6 a.m.-10 p.m.) (City of Bentonville)
----	-----------------	--

39 SW Elm Tree Road	(6 a.m.-10 p.m.) (City of Bentonville)
38 Been Road	(6 a.m.-10 p.m.) (City of Bentonville)
30 SE "I" Street	(6 a.m.-10 p.m.) (City of Bentonville)
10 Walton Boulevard (US-71B	(6 a.m.-10 p.m.) (City of Bentonville)
11 SE "A" Street	(6 a.m.-10 p.m.) (City of Bentonville)
27 SE "C" Street	(6 a.m.-10 p.m.) (City of Bentonville)
12 SE "J" Street	(6 a.m.-10 p.m.) (City of Bentonville)
13 SE "P" Street	(6 a.m.-10 p.m.) (City of Bentonville)
14 SE Moberly Lane	(6 a.m.-10 p.m.) (City of Bentonville)
15 I-49 SB Ramps (west side)	(6 a.m.-7 p.m.) (TEC)
33 I-49 NB Ramps (east side)	(6 a.m.-7 p.m.) (TEC)
20 Bekaert Drive/Water Tower Rd.	(7 a.m.-9 a.m.) (11:30 a.m.-1:30pm) (4 p.m.-6 p.m.) (TEC)

Central

5 NE Moberly Lane	(6 a.m.-10 p.m.) (City of Bentonville)
19 N.E. Martin Luther King Blvd.	(6 a.m.-10 p.m.) (City of Bentonville)
36 I-49 SB	(6 a.m.-10 p.m.) (City of Bentonville)
29 I-49 NB	(6 a.m.-10 p.m.) (City of Bentonville)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH TRAFFIC ENGINEERING CONSULTANTS, FOR SERVICES RELATING TO TRAFFIC SIGNAL TIMING COORDINATION, IN THE AMOUNT OF FIFTY-SEVEN THOUSAND DOLLARS (\$57,000.00); AND FOR OTHER PURPOSES.

WHEREAS, Traffic Engineering Consultants was selected through the City's RFQ process;

WHEREAS, this contract covers the purchase for signal timing and coordination for thirty-three (33) traffic signals within the City of Bentonville; and

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Traffic Engineering Consultants for the services relating to traffic signal timing coordination for the City of Bentonville Street Department;

Section 2: The estimated contract cost is fifty-seven thousand dollars (\$57,000.00);

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Engineering
Submitted by	Dan Weese
Phone	(479) 254-2024

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution awarding the bid and allowing the Mayor and City Clerk to enter into a contract with Crossland Heavy Contractors, Inc for the construction of NW 9th and D Street (MUNIS #21EN0009, PIIP22-0010, IFB-23-22). This is a bond project. No budget adjustment is needed.					

Estimated Cost	\$6,529,392.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	
This is a Drainage Bond project.	



Memorandum



To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, June 13, 2023

Re: Bid Award for NW 9th and D Street (MUNIS #21EN0009, PIIP22-0010, IFB-23-22)

Staff requests approval of a resolution allowing the Mayor and City Clerk to enter into a contract with Crossland Heavy Contractors, Inc. for the construction of NW 9th and D Street Drainage (MUNIS #21EN0009, PIIP22-0010, IFB-23-22).

This project consists of a new drainage trunk line extending from NW D Street to Hook Street with branch lines running along Jackson Street, NW F Street, NW 3rd Street, Jefferson Street and Huffman Street. This will also include, but not limited to, re-construction of concrete and asphalt driveways, existing roadway, existing curb and gutter, sidewalks, water lines, sanitary sewer and manholes, water meters, and fire hydrants.

The amount for this contract is \$6,529,392.00.

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



*Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management*

3108 SW Regency Parkway
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

May 23, 2023

City of Bentonville
Mr. Dan Weese
3200 SW Municipal Drive
Bentonville, AR 72712

Re: NW 9th & D Street
Bentonville, Arkansas
CEI Project No. 32245
MUNIS# 21EN0009

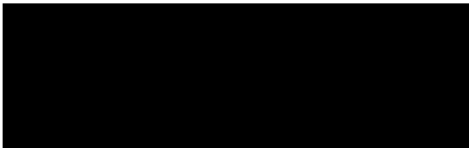
Mr. Weese:

Bids were opened for the NW 9th & D Street Project on May 18, 2023. CEI has reviewed the bid tab and found one mathematical error on Line 28 of the bid tab.

The low bidder has been identified as Crossland Heavy Construction in the amount of \$6,529,392.00. CEI recommends award of bid to Crossland Heavy Construction.

If you have questions or concerns, please do not hesitate to call.

Respectfully submitted,



Anna Negrete, PE, CFM
Project Manager – Public Works Department
CEI Engineering Associates, Inc.

Attached: Bid Tabulation Sheet



Bid Tabulation
 Project Name: Bentonville, AR / NW 9th & D Street
 Project Number: 32245
 Location: Bentonville, AR
 Date: 5-18-2023

				CEI Engineering Associates		Crossland Heavy Construction	
Item	Unit	Quantity	Cost	Total	Cost	Total	
1	Trenching and Excavation Safety Systems (Water)	LS	1	\$15,000.00	\$15,000.00	\$68,972.00	\$68,972.00
2	Removal and Disposal of Water Line	LF	266	\$40.00	\$10,640.00	\$223.00	\$59,318.00
3	Remove and Salvage Water Meter	EA	2	\$900.00	\$1,800.00	\$1,150.00	\$2,300.00
4	Remove and Relocate Fire Hydrant	EA	1	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
5	6" Ductile Iron Pipe	LF	15	\$280.00	\$4,200.00	\$254.00	\$3,810.00
6	8" Ductile Iron Pipe	LF	186	\$300.00	\$55,800.00	\$285.00	\$53,010.00
7	6" Tapping Sleeve & Valve	EA	4	\$6,000.00	\$24,000.00	\$5,400.00	\$21,600.00
8	8" Tapping Sleeve & Valve	EA	4	\$6,500.00	\$26,000.00	\$7,525.00	\$30,100.00
9	8" Gate Valve	EA	2	\$2,000.00	\$4,000.00	\$3,300.00	\$6,600.00
10	6" Cut, Cap and Anchor Collar Block	EA	2	\$4,000.00	\$8,000.00	\$3,800.00	\$7,600.00
11	8" Cut, Cap and Anchor Collar Block	EA	4	\$5,000.00	\$20,000.00	\$4,450.00	\$17,800.00
12	Ductile Iron MJ Fittings	LB	722	\$25.00	\$18,050.00	\$38.00	\$27,436.00
13	1" Service Line W/ Single 5/8" Meter Set (Short Side of Street)	EA	1	\$3,000.00	\$3,000.00	\$2,415.00	\$2,415.00
14	1" Service Line W/ Single 5/8" Meter Set (Long Side of Street)	EA	1	\$6,000.00	\$6,000.00	\$3,175.00	\$3,175.00
15	Crushed Stone (ArDOT Class 7) Backfill (Water)	TON	155	\$40.00	\$6,200.00	\$38.00	\$5,890.00
16	Trenching and Excavation Safety Systems (Sewer)	LS	1	\$15,000.00	\$15,000.00	\$32,000.00	\$32,000.00
17	Removal and Disposal of Sewer Line	LF	171	\$40.00	\$6,840.00	\$152.00	\$25,992.00
18	12" SDR26 PVC Sanitary Sewer Pipe	LF	272	\$180.00	\$48,960.00	\$292.00	\$79,424.00
19	20" Pipe Encasement	LF	30	\$400.00	\$12,000.00	\$700.00	\$21,000.00
20	4' Dia. Cast-In-Place Manhole, 6' Depth	EA	5	\$10,000.00	\$50,000.00	\$14,600.00	\$73,000.00
21	4' Dia. Manhole Extra Depth	VF	33	\$500.00	\$16,500.00	\$1,140.00	\$37,620.00
22	4" Sewer Service Connection (Short Side of Street)	EA	1	\$3,000.00	\$3,000.00	\$3,300.00	\$3,300.00
23	Crushed Stone (ArDOT Class 7) Backfill (Sewer)	TON	31	\$40.00	\$1,240.00	\$38.00	\$1,178.00
24	Mobilization	LS	1	\$200,000.00	\$200,000.00	\$300,000.00	\$300,000.00
25	Clearing	STA	39	\$800.00	\$31,200.00	\$3,000.00	\$117,000.00
26	Grubbing	STA	39	\$800.00	\$31,200.00	\$1,500.00	\$58,500.00
27	Trenching and Excavation Safety Systems (Storm)	LS	1	\$200,000.00	\$200,000.00	\$50,000.00	\$50,000.00
28	Removal and Disposal of Asphalt Pavement	SY	3025	\$20.00	\$60,500.00	\$15.00	\$45,375.00*
29	Removal and Disposal of Concrete Pavement	SY	96	\$20.00	\$1,920.00	\$59.00	\$5,664.00
30	Removal and Disposal of Asphalt Driveway	SY	9	\$16.00	\$144.00	\$70.00	\$630.00
31	Removal and Disposal of Concrete Driveway	SY	11	\$20.00	\$220.00	\$61.00	\$671.00
32	Removal and Disposal of Gravel Driveway	SY	163	\$12.00	\$1,956.00	\$27.00	\$4,401.00
33	Removal and Disposal of Concrete Sidewalk	SY	114	\$20.00	\$2,280.00	\$12.00	\$1,368.00
34	Removal and Disposal of Concrete Curb And Gutter	LF	432	\$15.00	\$6,480.00	\$8.00	\$3,456.00
35	Removal and Disposal of Trees	EA	4	\$2,000.00	\$8,000.00	\$1,500.00	\$6,000.00
36	Removal and Disposal of Pipe Culverts	EA	17	\$750.00	\$12,750.00	\$1,050.00	\$17,850.00
37	Removal and Disposal of Inlets	EA	10	\$2,500.00	\$25,000.00	\$900.00	\$9,000.00
38	Remove and Relocate Sign	EA	3	\$200.00	\$600.00	\$750.00	\$2,250.00
39	Remove and Relocate Mailboxes	EA	2	\$1,000.00	\$2,000.00	\$400.00	\$800.00
40	Unclassified Excavation	CY	3072	\$40.00	\$122,880.00	\$30.00	\$92,160.00
41	Compacted Embankment	CY	287	\$40.00	\$11,480.00	\$38.00	\$10,906.00
42	Asphalt Driveway	SY	16	\$115.00	\$1,840.00	\$200.00	\$3,200.00
43	P.C. Concrete Driveway	SY	23	\$145.00	\$3,335.00	\$160.00	\$3,680.00
44	Maintenance of Traffic	LS	1	\$50,000.00	\$50,000.00	\$185,000.00	\$185,000.00
45	Signs	SF	323	\$20.00	\$6,460.00	\$55.00	\$17,765.00
46	Traffic Drums	EA	30	\$50.00	\$1,500.00	\$92.00	\$2,760.00
47	Type III Barricades	LF	176	\$40.00	\$7,040.00	\$55.00	\$9,680.00
48	18" Reinforced Concrete Pipe, Class III	LF	46	\$225.00	\$10,350.00	\$185.00	\$8,510.00
49	30" Reinforced Concrete Pipe, Class III	LF	5	\$275.00	\$1,375.00	\$365.00	\$1,825.00
50	48" Reinforced Concrete Pipe, Class III	LF	260	\$350.00	\$91,000.00	\$420.00	\$109,200.00
51	30" Reinforced Concrete Pipe, Class IV	LF	252	\$325.00	\$81,900.00	\$290.00	\$73,080.00
52	36" Reinforced Concrete Pipe, Class IV	LF	172	\$400.00	\$68,800.00	\$330.00	\$56,760.00
53	3'X8' Reinforced Concrete Box Culvert, Class III	LF	37	\$1,600.00	\$59,200.00	\$1,275.00	\$47,175.00
54	4'X4' Reinforced Concrete Box Culvert, Class III	LF	554	\$700.00	\$387,800.00	\$900.00	\$498,600.00
55	4'X5' Reinforced Concrete Box Culvert, Class III	LF	1230	\$1,200.00	\$1,476,000.00	\$940.00	\$1,156,200.00
56	4'X6' Reinforced Concrete Box Culvert, Class III	LF	380	\$1,400.00	\$532,000.00	\$1,275.00	\$484,500.00
57	4'X7' Reinforced Concrete Box Culvert, Class III	LF	397	\$1,700.00	\$674,900.00	\$1,450.00	\$575,650.00
58	Trench Drain (1'X1')	LF	26	\$225.00	\$5,850.00	\$550.00	\$14,300.00
59	Detention Pond Outfall Structure (12'X12')	EA	1	\$45,000.00	\$45,000.00	\$72,000.00	\$72,000.00
60	Type C Rectangular Curb Inlets (6'X6')	EA	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
61	Type C Rectangular Curb Inlets (10'X4')	EA	1	\$20,000.00	\$20,000.00	\$28,000.00	\$28,000.00
62	Area Inlets (4'X4')	EA	2	\$8,500.00	\$17,000.00	\$12,500.00	\$25,000.00
63	Area Inlets (7'X7')	EA	2	\$16,000.00	\$32,000.00	\$24,000.00	\$48,000.00
64	Reverse Curb Inlets (6'X6')	EA	1	\$13,000.00	\$13,000.00	\$25,000.00	\$25,000.00
65	Reverse Curb Inlets (8'X8')	EA	1	\$15,000.00	\$15,000.00	\$49,000.00	\$49,000.00
66	Reverse Curb Inlets (10'X10')	EA	1	\$20,000.00	\$20,000.00	\$68,000.00	\$68,000.00
67	Type TM Inlets (4'x4')	EA	3	\$2,000.00	\$6,000.00	\$12,750.00	\$38,250.00
68	Grate Inlets (5'X5')	EA	3	\$12,000.00	\$36,000.00	\$13,000.00	\$39,000.00
69	Grate Inlets (6'X6')	EA	2	\$14,000.00	\$28,000.00	\$25,000.00	\$50,000.00

70	Grate Inlets (8'X8')	EA	1	\$16,000.00	\$16,000.00	\$45,000.00	\$45,000.00
71	Type E Junction Boxes (5'X5')	EA	1	\$12,000.00	\$12,000.00	\$18,000.00	\$18,000.00
72	Type E Junction Boxes (6'X6')	EA	2	\$13,500.00	\$27,000.00	\$22,000.00	\$44,000.00
73	Type E Junction Boxes (7'X7')	EA	5	\$15,000.00	\$75,000.00	\$25,000.00	\$125,000.00
74	Flowable Fill	CY	50	\$180.00	\$9,000.00	\$250.00	\$12,500.00
75	Crushed Stone (ArDOT Class 7) Backfill for Storm Sewer	TON	7200	\$55.00	\$396,000.00	\$30.00	\$216,000.00
76	Concrete Headwall	EA	2	\$10,000.00	\$20,000.00	\$18,000.00	\$36,000.00
77	Selected Pipe Bedding	CY	150	\$70.00	\$10,500.00	\$90.00	\$13,500.00
78	Seeding	ACRE	0.13	\$4,000.00	\$520.00	\$6,000.00	\$780.00
79	Temporary Seeding	ACRE	0.13	\$3,500.00	\$455.00	\$5,000.00	\$650.00
80	Lime	TON	0.27	\$300.00	\$81.00	\$7,500.00	\$2,025.00
81	Mulch Cover	ACRE	0.27	\$2,000.00	\$540.00	\$4,100.00	\$1,107.00
82	Water	M. GAL	30	\$50.00	\$1,500.00	\$325.00	\$9,750.00
83	Second Seeding	ACRE	0.13	\$2,500.00	\$325.00	\$2,100.00	\$273.00
84	Solid Sodding	SY	4177	\$10.00	\$41,770.00	\$6.00	\$25,062.00
85	Riprap (Class 2)	SY	389	\$250.00	\$97,250.00	\$48.00	\$18,672.00
86	Wattle (20")	LF	2974	\$4.50	\$13,383.00	\$20.00	\$59,480.00
87	Inlet Protection	LF	350	\$20.00	\$7,000.00	\$22.00	\$7,700.00
88	Silt Fence Box Protection	EA	26	\$400.00	\$10,400.00	\$684.00	\$17,784.00
89	Rock Ditch Check	EA	10	\$550.00	\$5,500.00	\$888.00	\$8,880.00
90	Sediment Removal & Disposal	CY	52	\$50.00	\$2,600.00	\$35.00	\$1,820.00
91	Concrete Washout	LS	1	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
92	Concrete Combination Curb and Gutter (Type A 1'-6")	LF	819	\$40.00	\$32,760.00	\$50.00	\$40,950.00
93	Concrete Sidewalk	SY	127	\$100.00	\$12,700.00	\$115.00	\$14,605.00
94	Concrete Trickle Channel	SY	184	\$200.00	\$36,800.00	\$140.00	\$25,760.00
95	Stamped and Colored Concrete Sidewalk	SY	5	\$300.00	\$1,500.00	\$875.00	\$4,375.00
96	Concrete Flume (4')	EA	1	\$500.00	\$500.00	\$7,800.00	\$7,800.00
97	Wheelchair Ramps	EA	4	\$600.00	\$2,400.00	\$2,500.00	\$10,000.00
98	Thermoplastic Pavement Marking - Reflective White "BIKE" Symbol	EA	2	\$300.00	\$600.00	\$1,580.00	\$3,160.00
99	Thermoplastic Pavement Marking - Yellow (4")	LF	32	\$2.40	\$76.80	\$3.00	\$96.00
100	Thermoplastic Pavement Marking - White (12")	LF	12	\$6.00	\$72.00	\$12.50	\$150.00
101	Thermoplastic Pavement Marking - White (24")	LF	36	\$12.00	\$432.00	\$31.50	\$1,134.00
102	Aggregate Base Surface Course (ArDOT Class 7) (6")	TON	163	\$45.00	\$7,335.00	\$92.00	\$14,996.00
103	Asphalt Pavement Repair	SY	2968	\$150.00	\$445,200.00	\$78.00	\$231,504.00
104	P.C. Concrete Pavement Repair	SY	99	\$200.00	\$19,800.00	\$152.00	\$15,048.00
105	Stamped and Colored Concrete Pavement Repair	SY	7	\$300.00	\$2,100.00	\$875.00	\$6,125.00
106	Owner's Contingency Allowance	LS	1	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00

Total Bid Amount

\$6,544,789.80

\$6,529,392.00

* Mathematical error corrected during bid evaluation

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR DRAINAGE IMPROVEMENTS IN THE VICINITY OF NORTHWEST 9TH AND D STREET (MUNIS #21EN0009; PIIP22-0010; IFB-23-22); AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH CROSSLAND HEAVY CONTRACTORS, INC., FOR THE CONSTRUCTION OF SAID IMPROVEMENTS, IN THE AMOUNT OF SIX MILLION FIVE HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED NINETY-TWO DOLLARS (\$6,529,392.00); AND FOR OTHER PURPOSES.

WHEREAS, Crossland Heavy Contractors Inc. is the lowest qualified bidder for bid IFB-23-22;

WHEREAS, this contract covers the Drainage Improvements in the vicinity of Northwest 9th and D Street; and

WHEREAS, this contract will be paid using the 2021 Drainage Bond.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a contract with Crossland Heavy Contractors Inc., for the construction of Drainage Improvements in the vicinity of Northwest 9th and D Street, in the amount of six million five hundred twenty-nine thousand three hundred ninety-two dollars (\$6,529,392.00);

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696-0204

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution awarding Bid #IFB-23-37 to Kalci Soccer LLC, per the Unit Prices attached, for the purchase of soccer uniforms for the Fall 2023 and Spring 2024 soccer seasons. No budget adjustment is needed.					

Estimated Cost	41,937.50
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



Memo



To: City Council, Mayor Orman
Through: David Wright, Parks and Recreation Director
From: Josh Stacey, Recreation Services Manager
Date: May 22, 2023
Re: Bid Award for IFB-23-37- Youth Soccer Uniforms

Bid award for IFB-23-37 per the unit prices attached, for an estimated total of \$41,937.50 to Kalci Soccer LLC. for soccer uniforms for the youth soccer program administered by Bentonville Parks and Recreation.

Bentonville Parks and Recreation offers youth soccer programs for the community. Each year, the program has over 3,000 unique players participate over a fall and spring season. Due to the high number of soccer participants in this program, uniform expenses will exceed \$35,000 and require Council approval. This expense is fully recouped through registration fees for this program and is a budgeted item.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	5/16/23	Time of Bid Opening:	1:30 PM	Solicitation ID Number:	IFB-23-37
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Solicitation Title: Youth and Adult Soccer Uniforms for the 2023-2024 Season

Bidders:				Ad-Wear & Specialty of Texas, Inc.		Kalci Soccer, LLC	
Line Item	Quantity	Unit of Measure	Description	Per Unit Price	Extended Price	Per Unit Price	Extended Price
1	300	SETS	Youth Extra Small	\$12.97	\$3,891.00	\$13.75	\$4,125.00
2	800	SETS	Youth Small	\$12.97	\$10,376.00	\$13.75	\$11,000.00
3	800	SETS	Youth Medium	\$12.97	\$10,376.00	\$13.75	\$11,000.00
4	700	SETS	Youth Large	\$12.97	\$9,079.00	\$13.75	\$9,625.00
5	300	SETS	Adult Small	\$12.97	\$3,891.00	\$13.75	\$4,125.00
6	75	SETS	Adult Medium	\$12.97	\$972.75	\$13.75	\$1,031.25
7	50	SETS	Adult Large	\$12.97	\$648.50	\$13.75	\$687.50
8	25	SETS	Adult Extra Large	\$12.97	\$324.25	\$13.75	\$343.75
Total Bid Price				\$39,558.50		\$41,937.50	

**The Parks and Recreation Department evaluated samples submitted by the lowest two bids, determining that the Kalci Soccer, LLC soccer jersey style was more in line with the City's standards, resulting in recommendation of award to the second lowest bid.*

*Three bids were found to be non-responsive (American Soccer Company (Score), Restoration Apparel Company, LLC, Challenger Teamwear).

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #IFB-23-37; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH KALCI SOCCER, LLC; AND FOR OTHER PURPOSES.

WHEREAS, Kalci Soccer, LLC is the lowest qualified bidder for bid #IFB-22-62;

WHEREAS, this agreement covers uniform expenses for the Bentonville Parks and Recreation soccer program;

WHEREAS, this expense is fully funded by registration fees.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Kalci Soccer, LLC, for the Bentonville Parks and Recreation soccer program uniform expense;

Section 2: The total project cost will not exceed forty-one thousand nine hundred thirty-seven dollars and fifty cents (\$41,937.50);

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Kirby Romines, CITY CLERK



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Street
Submitted by	Tony Davis
Phone	(479) 271-3130

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Informing of the attached proposed overlay and mastic list for 2023.					

Estimated Cost	\$954,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



2023 Street Overlay Program



Currently the City has approximately 300 Centerline miles which equates to around 633 Traffic lane miles. 10 additional traffic lane miles are expected to be added this year once final plats are approved.

The last 3 years, the contract cost of an asphalt overlay has increased by 25.6%.
2020 - \$96.02 to \$120.61 in 2022.

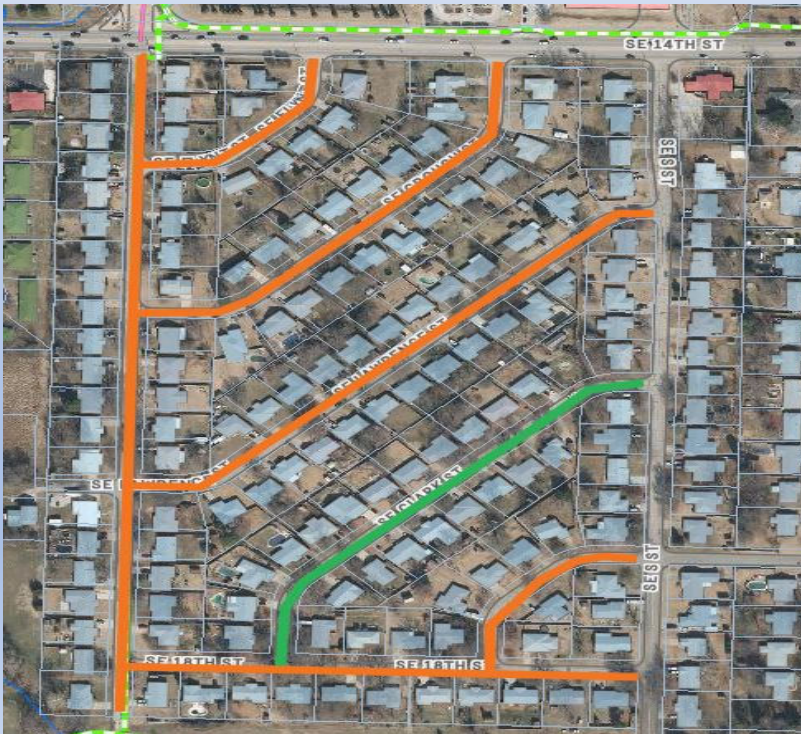
The contract milling cost has increased by 178%
2020 - \$2 Sqyd to \$5.56 Sqyd in 2022

The mastic seal cost had decreased 30%
2020 - \$3.12 Sqyd to \$2.40 Sqyd in 2022

The past three years approximately 30 traffic lane miles have been improved with asphalt treatment
7.47 Traffic lane Miles have been milled and overlaid and
21.4 miles have had mastic sealant treatment

1. 4 Miles of Streets are planned to be contracted out this year.

The Street Department has started to overlay streets with City crews which have resulted in a 52% cost saving by utilizing its own equipment compared to last years contracted cost. A little less than 1 traffic lane mile has been completed in 2023. 3 + traffic lane miles are planned to be completed this year.



Proposed Streets to be overlayed by the Street Department in 2023 are:

SE P St.
SE Flynt St.
SE Crouch St.
Se Lawrence St.
Se Taylor St
SE 18th St.

SE Clark and a portion of SW Aviation St. have been completed

Contracted Overlay NW 3rd



Contracted Overlay Walker and Purdue Circle



Contracted Overlay Elm Tree



Contracted Overlay SW 2nd



Previously Mastic Sealed Streets



Woods Creek 2020



NE Rock St 2021



SW Staverton 2022

Mastic Seal Road List 2023

The following are a list of roads proposed for Mastic Seal which total 18 traffic lane miles.

Brightwood Subdivision				
SW	SW Mason Rd	SW Fir Ave	SW Redwood Ave	570
SW	SW Redwood Ave	SW Mason Rd	SW Cherry Rd	623
SW	SW Cherry Rd	SW Gosford Ave	SW Fir Ave	803
SW	SW Spruce Rd	SW Maple Rd	SW Fir Ave	936
SW	SW Pine Ave	SW Bright Rd	End	1,768
Miles			0.89	4,700
Simsberry Place				
SW	SW Brighton Dr	SW 8th St	End	1,135
SW	SW Clover Ct	SW Brighton Dr	End	564
SW	SW Penny Ln	SW Sims Dr	SW Brighton Dr	685
SW	SW Sims Dr	SW 8th St	End	1,316
Miles			0.70	3,700
Meadowbrook Subdivision				
SE	Meadowbrook Cir	Water Tower Rd	Water Tower Rd	4,337
Miles			0.82	4,337
Skyview Acres				
SE	Boeing Ave	Convair St	Lockheed St	370
SE	Convair St	Boeing Ave	SE 9th St	2,029
SE	Lockheed St	Boeing Ave	Douglas St	1,370
Miles			0.71	3,769
Hazel Park Subdivision				
SE	Douglas St	Convair St	End	763
SE	Beth Ln	Convair St	SE Moberly Ln	1,155
SE	SE 9th St	Convair St	SE Moberly Ln	1,158
Miles			0.58	3,076

The Orchards Subdivision				
NW	NW Apple Blossom	SW Apple Blossom	NW Apple Harvest	440
	NW Apple Harvest	NW Apple Blossom	NW Freestone Way	1,361
	NW Freestone Way	NW Apple Harvest	NW 3rd St	236
	NW Orchard Way	SW Orchard Way	NW 3rd St	928
	NW Alberta St	NW Apple Blossom	NW Orchard Way	702
	Loring St	NW Orchard Way	End	689
Miles			0.83	4,356
Ivy Place Subdivision				
NE	Ivy Cir	Ivy Cir	Ivy Cir	1,300
NE	Ivy Pl	Ivy Cir	End	709
Miles			0.38	2,009
Blueberry Heights Subdivision				
NE	NE 6th St	NE Whitney St	End	565
NE	NE Whitney St	NE 4th St	NE 6th St	416
NE	NE Shasta Ct	NE 6th St	End	498
	NE 4th St	3002 NE 4th St	NE Whitney St	130
Miles			0.30	1,609
The Orchards Subdivision				
SW	SW Apple Blossom	NW Elm Tree Rd	NW Apple Blossom	548
SW	SW Orchard Way	NW Orchard Way	Orchard Way	637
SW	Orchard Way	NW Elm Tree Rd	SW Orchard Way	1,240
SW	Mimosa Way	SW Apple Blossom	SW Orchard Way	740
SW	Red Haven St	SW Orchard Way	End	691
SW	Peach Blossom	SW Orchard Way	End	634
Miles			0.85	4,490

Mastic Seal Road List 2023

				LENGTH
SECTION	STREET NAME	STARTING AT	ENDING AT	(FT)
Sturbridge Subdivision				
NW	Barberry Ln	Old Forge Dr	Willington Ln	711
NW	Coachlight Dr	NW 3rd St	End	1,009
NW	Grist Mill	Barberry Ln	Old Forge Dr	527
NW	Old Forge Dr	NW 3rd St	End	1,435
NW	Sanford Dr	Coachlight Dr	Old Forge Dr	988
NW	Willington Ln	Sanford Dr	Coachlight Dr	772
Miles 1.03				5,442
Creekstone Subdivision				
NW	NW Creekstone Blvd	NW McNelly Rd	NW Riverbend Rd	1,975
NW	NW Riverbend Rd	NW McNelly Rd	End	2,629
NW	NW Creekstone Cv	NW Riverbend Rd	End	117
NW	NW Twin Creeks Ln	NW Creekstone Blvd	NW Riverbend Rd	276
Miles 0.95				4,997
Windemere Woods Subdivision				
NW	NW Mystic Ave	Peach Orchard Rd	NW Mountainview Rd	1,006
NW	NW Mountainview Rd	NW Autumn Ave	End	1,083
NW	NW Autumn Ave	NW Woodberry Ct	End	1,640
NW	NW Windham Ave	NW Woodberry Ct	NW Mountainview Rd	547
NW	NW Woodberry Ct	NW Autumn Ave	End	971
Miles 0.99				5,247



Agenda Item Form

Date of City Council Meeting	6/13/2023
Department	Street
Submitted by	Tony Davis
Phone	(479) 271-3130

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Informing of the attached proposed pavement markings and road striping list for 2023. This is a budgeted item and no budget adjustment request will be needed.					

Estimated Cost	\$45,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 6-13-2023
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: 2023 Street Striping List

In July of 2020 the City Council approved a bid contract with an annual renewal of up to three years to Time Striping for installation of pavement markings and street striping. The attached list shows the locations of striping to be performed this year.

Thank you for your consideration, please contact me with any questions. I can be reached by phone at 479-271-3130 or email at todayis@bentonvillear.com.

2023 THERMOPLASTIC STRIPING 4"

Street	Start	End	Double Yellow	(White) Turn
SE 18 th	SE C	SE J	5200 LF	150LF
NE 2 nd	NE A	NE J	6600 LF	
Tiger Blvd	NW D	McCollum	18,700 LF	400LF
Blueberry LN	E.Central	Prairie LN	2,720 LF	
SW I St	HWY 12	HWY 102	5225 LF	Turn/skips 5512 LF
SW A St	SW 2 nd	Central	520 LF	50 LF

PAVEMENT MARKINGS

SE 18/J	Stop Bar (N,S,E,W)	110' 12"
SE 18/J	Xwalk (N,S,E,W)	590' 12"
NE Tiger/J	X-walk (N,S,E,W)	240' 24"
NW A/Tiger	X-walk (N,S,E,W)	276' 24"
BellaVista/Tiger	x-walk (N,S,E,W)	228' 24"
SW A ST/Central	Stop bar (SW A)	18' 12"
SW A ST/Central	Left turn Arrow/ONLY (SW A)	
SW I ST/HWY 102	(SW I, south side of HWY 102)	
	2 Left/2 Right turn arrows and 4 ONLY's	
SW I ST/HWY 102	Stop Bar (SW I, south side of 102)	
		35' 12"

SW I ST/HWY 12 (SW I, North side of HWY 12)

Stop bar 42' 12"

SW I ST/HWY 12 (SW I, North side of HWY 12)

3 Left Turn Arrows, 3 ONLY's

Totals

38,965 Linear Feet of Double Yellow

6,112 Linear Feet of white turn lane/skips

205 Linear Feet of Stop Bars

1334 Linear Feet of Cross Walks