



**Combined  
Committee of the Whole  
& City Council  
Meeting Agenda  
July 14, 2026  
6:00 PM  
Bentonville City Hall**

**About the Committee of the Whole and City Council Meeting:**

- This meeting begins with the Committee of the Whole, which is used for information sharing and Council discussion. No votes are taken and public comment is not accepted during this meeting. After the Committee of the Whole meeting is adjourned, the City Council meeting begins. This is where the Council will hear public comment and take official action, such as voting on agenda items.

**How to Watch Online:**

- Residents may watch the meeting live without registering via the City of Bentonville's YouTube channel. Watching online allows viewers to observe the meeting but does not include the ability to provide public comment.
- A recording of the meeting will be posted on the City's website after the meeting concludes.
- <https://www.youtube.com/@cityofbentonvillearkansasg5096>

**Public Participation:**

- Residents may provide public comment during the City Council portion of the meeting. Public comment is limited to three minutes per speaker.
- To help ensure an orderly meeting, registration is required for residents who wish to speak, whether attending in person or virtually.
- In-person speakers must register in advance using this link: [Registration Link](#)
- Virtual speakers must register in advance by 12:00 p.m. on July 14, 2026, using the following link: [Registration Link](#).

**Council Questions/Discussion Concerning the Business Meeting**

**Call to Order**

**Pledge of Allegiance**

**Moment of Silence**

**Roll Call**

**Approval of Minutes: June 23, 2026**

**I. Committee of the Whole**

1. **Consent Agenda Discussion** **Informational**
- II. **New Business - Public Comment to be Heard with Agenda Item**
  1. **June 2026 Residential Landscape Award - 1106 NW 11th Street** **Informational**

Recognition by City Council of the landscaping of residential property at 1106 NW 11th street. The property was selected by the Tree & Landscape Advisory Committee and is the June 2026 Residential Landscaping of the Month award winner.
  2. **Resolution to Award BID IFB-26-42 for Code Compliance Mowing** **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Luttrell Enterprises for code compliance mowing, brush hogging, and debris removal at the per unit cost. No budget adjustment is needed.
  3. **Resolution Committing Funds to HWY 71 B Corridor Transit Oriented Development Planning** **Resolution**

Approving a Resolution supporting the NWARP's application for Federal Transit Administration Transit-Oriented Development Planning Funds for the Highway 71 B Corridor and committing up to \$50,000.00 as Bentonville's portion of the required local match. No budget adjustment is needed.
  4. **Public Hearing & Ordinance Vacating a Right of Way & Establishing a Utility Easement (VAC26-0026)** **Ordinance\***

Public Hearing and approval of an Ordinance vacating a Right of Way Vacation and a Utility Easement Dedication located at Lot 1 of Wal-Mart Campus Subdivision Phase 2 (VAC26-0026).
  5. **Public Hearing & Ordinance Vacating a Right of Way & Establishing Utility Easements (VAC26-0027)** **Ordinance\***

Public Hearing and approval of an Ordinance vacating a Right of Way Vacation and establishing Utility Easements located at Lot 1 of Walmart Campus Subdivision Phase 2 (VAC26-0027).
  6. **Public Hearing & Ordinance Vacating a General Easement Vacation (VAC26-0030)** **Ordinance\***

Public Hearing and approval of an Ordinance vacating a General Easement Vacation located at Block 3, Lot 19 of Hazel Park Subdivision (VAC26-0030).
  7. **Public Hearing & Ordinance Vacating a General Easement Vacation (VAC26-0031)** **Ordinance\***

Public Hearing and approval of an Ordinance vacating a General Easement Vacation located at Block 3, Lot 18 of Hazel Park Subdivision (VAC26-0031).
  8. **Resolution Setting a Public Hearing for an Alley Right of Way Vacation (VAC26-0035)** **Resolution**

Resolution to set a Public Hearing for July 28, 2026 for an Alley Right of Way Vacation located at Lot 13, Block 11 of the Gilmore's Addition (VAC26-0035).



9. **Resolution Entering Into an Agreement for Document Management & Workflow Software** **Resolution**  
A Resolution authorizing the Mayor and City Clerk to enter into an agreement with MCCI for the purchase of Laserfiche Document Management and Workflow Management No budget adjustment is needed.
10. **Resolution to Award Bid IFB-26-39 for a 2026 Bucket Truck to All Around MFG** **Resolution**  
Resolution to award bid IFB-26-39 for one 2026 or Current Year Model Bucket Truck in the amount of \$200,000.00. No budget adjustment is needed.
11. **Ordinance to Approve a Waiver of Bid for Change Order #1 to IFB-26-33 - Mastic Seal** **Ordinance\***  
Ordinance requesting to waive competitive bidding approving Change Order #1 to the existing contract. Innovative Roadway Solutions LLC was the only competitive bidder under IFB-26-33 Mastic Seal. An emergency clause is requested to allow this change order to become effective immediately. The contractor is scheduled to be in the area within approximately two weeks. Immediate approval will reduce project delays. No budget adjustment is needed.
12. **Resolution Authorizing Meshek Amendment #2 for SW Nutmeg Drainage Improvements** **Resolution**  
Staff recommends approval of Amendment #2 to Meshek's contract for the SW Nutmeg Drainage Improvements project in the amount of \$78,568.00. Amendment #2 expands the scope of work to include bidding services and additional construction services during the design period, bringing the total contract amount to \$254,623.00. This will use Drainage Bond Funds. No budget adjustment is needed.
13. **Resolution Authorizing Amendment #1 with Olsson for NW Tiger & G Street Improvements** **Resolution**  
Staff recommends approval of Amendment #1 to Olsson's professional services agreement for the NW Tiger & G Street Improvements project in an amount not to exceed \$25,000. This amendment adds bidding and award phase services for the 2026 bid effort, bringing the project through the contractor bidding and selection process. This will be covered by drainage bonds. No budget adjustment is needed.
14. **Resolution Authorizing a Truck Purchase Amendment** **Resolution**  
A Resolution authorizing the reassignment of IFB-24-25, for the purchase of a service truck in the amount of \$139,574.00, to Olathe Ford Sales Inc. from Grand Truck Equipment, LLC. No budget adjustment is needed.
15. **Resolution Authorizing an Increase to the IDIQ Contract with Milestone and a Budget Adjustment** **Resolution**  
Resolution authorizing an increase in the Milestone IDIQ contract for Sidewalks and Other Concrete Work in the amount of \$550,000.00. A budget adjustment is needed.
16. **Resolution to Award Bid to Sandridge Construction of Phase 2 of McCollum Sidepath Project** **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Sandridge Construction, in the amount of \$741,058.00, for construction of Phase 2 of the McCollum Sidepath project. A budget adjustment is needed to allocate budgeted funds.

17. **Resolution Accepting a Grant Award from the Walton Family Foundation for John Deshields Blvd Crosswalks** **Resolution**

A Resolution authorizing the Mayor and City Clerk to accept a grant from the Walton Family Foundation, in the amount of \$30,000.00, for pedestrian infrastructure improvements on John Deshields Blvd and Memorial Park. A budget adjustment is needed.

18. **Resolution Accepting a Contribution from Runway for Pedestrian Infrastructure** **Resolution**

A Resolution accepting a contribution from Runway, in the amount of \$30,000.00, for pedestrian infrastructure improvements on John Deshields Blvd and Memorial Park. A budget adjustment is needed.

19. **Resolution Authorizing a Closeout of a Walton Family Foundation Grant** **Resolution**

A Resolution authorizing the repayment of unused grant funds, to the Walton Family Foundation, in the amount of \$100,000.00. A budget adjustment is needed.

III. **Utility Board - July 7, 2026 Meeting Canceled**

IV. **Planning**

1. **Rezoning - Michael Koenitz-Hudac - T2.1, Rural to T5.2, Town Center High - 1201 and 1203 SW I St (RZ26-0030)** **Ordinance\***

**The Planning Commission voted 6-0, recommending approval.**

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of T2.1, Rural To T5.2, Town Center High; And For Other Purposes.

V. **Other Business/Announcements/Comments**

**Adjournment**

**Public Comments Concerning Matters of City Related Business**



# City of Bentonville, Arkansas Agenda Item Form

## Item Details

|                              |                                    |                           |                 |
|------------------------------|------------------------------------|---------------------------|-----------------|
| <b>Council Meeting Date:</b> | 7/14/2026                          | <b>Submitted By:</b>      | Audrey Mitchell |
| <b>Phone:</b>                | (479) 271-3122                     | <b>For Department(s):</b> | Planning        |
| <b>Email:</b>                | audrey.mitchell@bentonville.ar.gov |                           |                 |

## Item Type (Check all that apply)

|                                                   |                                            |                                                   |                                           |
|---------------------------------------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------------|
| <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds        | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid            | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                | <input type="checkbox"/> Resolution        | <input checked="" type="checkbox"/> Informational |                                           |

## Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                             |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | June 2026 Residential Landscape Award - 1106 NW 11th Street                                                                                                                                                                                 |
| <b>Action Recommendation &amp; Justification:</b>        | Recognition by City Council of the landscaping of residential property at 1106 NW 11th street. The property was selected by the Tree & Landscape Advisory Committee and is the June 2026 Residential Landscaping of the Month award winner. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                                                                             |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                                                                                                                          |

## Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

## Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

## Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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# City of Bentonville, Arkansas Agenda Item Form

## Item Details

|                              |                                |                           |             |
|------------------------------|--------------------------------|---------------------------|-------------|
| <b>Council Meeting Date:</b> | 7/14/2026                      | <b>Submitted By:</b>      | Shelli Kerr |
| <b>Phone:</b>                | (479) 271-3144                 | <b>For Department(s):</b> | Planning    |
| <b>Email:</b>                | shelli.kerr@bentonville.ar.gov |                           |             |

## Item Type (Check all that apply)

|                                            |                                                |                                                             |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input checked="" type="checkbox"/> Bid Award  | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational                      |                                           |

## Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                            |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Award BID IFB-26-42 for Code Compliance Mowing                                                                                                                                                               |
| <b>Action Recommendation &amp; Justification:</b>        | A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Luttrell Enterprises for code compliance mowing, brush hogging, and debris removal at the per unit cost. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | Luttrell Enterprises was the lowest qualified bid for IFB-26-42. Total amount payable will not exceed amount approved in the budget.                                                                                       |
| <b>Amount for Approval:</b>                              | \$ Unit price on bid tab sheet                                                                                                                                                                                             |

## Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

## Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
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| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

## Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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

|                      |         |                      |             |           |
|----------------------|---------|----------------------|-------------|-----------|
| Date of Bid Opening: | 6/23/26 | Time of Bid Opening: | 1:00 PM CST | IFB-26-42 |
|----------------------|---------|----------------------|-------------|-----------|

Solicitation Title: Code Enforcement Mowing Contract

| Bidders:                                                                                        |                    |                 |                                                                                                             | OPW        |                | Lutrell Enterprises |                |
|-------------------------------------------------------------------------------------------------|--------------------|-----------------|-------------------------------------------------------------------------------------------------------------|------------|----------------|---------------------|----------------|
| Line Item                                                                                       | Estimated Quantity | Unit of Measure | Description                                                                                                 | Unit Price | Extended Price | Unit Price          | Extended Price |
| 1                                                                                               | 1                  | 1               | Mowing / Debris Removal Services One<br>(1) Lead Worker - Per job Site / Per Day, as Specified              | \$150.00   | \$150.00       | \$82.13             | \$82.13        |
| 2                                                                                               | 1                  | 1               | Mowing / Debris Removal Services One (1)<br>Additional Worker - Per job Site / Per Day, as Specified        | \$150.00   | \$150.00       | \$60.23             | \$60.23        |
| 3                                                                                               | 1                  | 1               | Brush Hogging / Debris Removal Services One<br>(1) Lead Worker - Per job Site / Per Day, as Specified       | \$350.00   | \$350.00       | \$219.00            | \$219.00       |
| 4                                                                                               | 1                  | 1               | Brush Hogging / Debris Removal Services One<br>(1) Additional Worker - Per job Site / Per Day, as Specified | \$300.00   | \$300.00       | \$82.13             | \$82.13        |
| Total Bid Price                                                                                 |                    |                 |                                                                                                             | \$950.00   |                | \$443.49            |                |
| <a href="mailto:purchasing@bentonvillear.com">purchasing@bentonvillear.com</a> - (479) 271-3115 |                    |                 |                                                                                                             |            |                |                     |                |
| TABULATION VERIFICATION                                                                         |                    |                 |                                                                                                             |            |                |                     |                |

X   
Michelle Gaudern  
Purchasing Agent

X   
Shelli Kerr  
Comprehensive Planning Manager

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO  
A CONTRACT WITH LUTTRELL ENTERPRISES FOR CODE COMPLIANCE  
MOWING, BRUSH HOGGING, AND DEBRIS REMOVAL SERVICES PER THE UNIT  
PRICES; AND FOR OTHER PURPOSES.**

**WHEREAS**, Luttrell Enterprises is the lowest responsive bidder for IFB-26-42;

**WHEREAS**, this contract covers the mowing cost per unit to be used for code compliance;  
and

**WHEREAS**, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Luttrell Enterprises for mowing and debris removal services per unit pricing;

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 \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**





### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                                     |                           |                  |
|------------------------------|-------------------------------------|---------------------------|------------------|
| <b>Council Meeting Date:</b> | 7/14/2026                           | <b>Submitted By:</b>      | Tyler Overstreet |
| <b>Phone:</b>                | 479-271-6822                        | <b>For Department(s):</b> | Planning         |
| <b>Email:</b>                | tyler.overstreet@bentonville.ar.gov |                           |                  |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Committing Funds to HWY 71 B Corridor Transit Oriented Development Planning                                                                                                                                                                                                        |
| <b>Action Recommendation &amp; Justification:</b>        | Approving a Resolution supporting the NWARP's application for Federal Transit Administration Transit-Oriented Development Planning Funds for the Highway 71 B Corridor and committing up to \$50,000.00 as Bentonville's portion of the required local match. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | Northwest Arkansas Comprehensive Safety Action Plan and NWARPC Transit Alternatives Study are both included in the agenda packet.                                                                                                                                                             |
| <b>Amount for Approval:</b>                              | \$ 50,000.00                                                                                                                                                                                                                                                                                  |

#### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

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#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

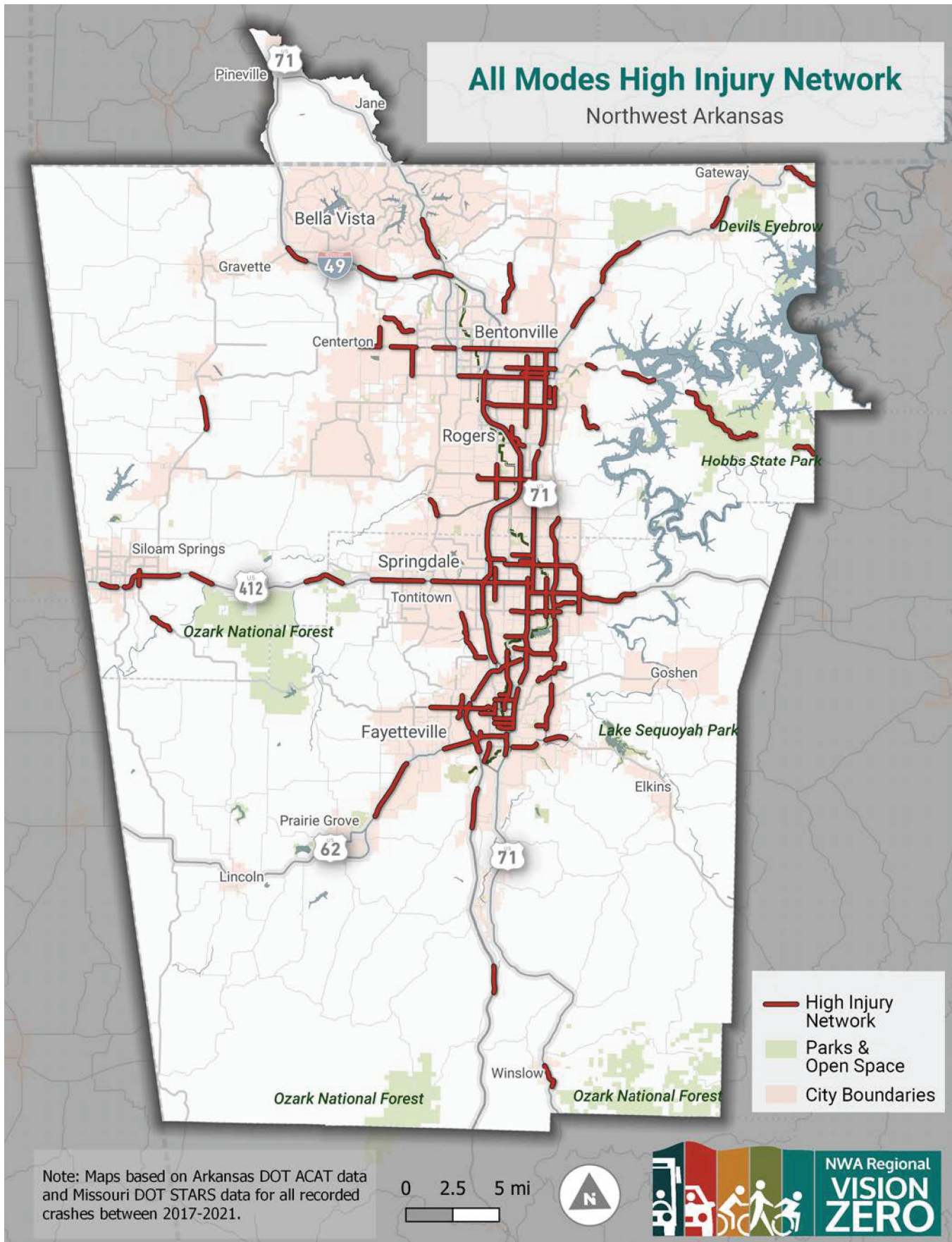
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# Exhibit A

## High Injury Network Map





# Exhibit B

## NWARPC RESOLUTION 2026-04

### A RESOLUTION ADOPTING THE TRANSIT ALTERNATIVES STUDY (TAS) AND APPROVING THE REGIONALLY PREFERRED HIGH-CAPACITY TRANSIT ALTERNATIVE OF BUS RAPID TRANSIT (BRT)

**WHEREAS**, the Northwest Arkansas Regional Planning Commission (NWARPC), as the designated Metropolitan Planning Organization (MPO) for the Fayetteville-Springdale-Rogers, AR-MO urban area, is responsible for carrying out a continuing, cooperative, and comprehensive transportation planning process for the region; and

**WHEREAS**, in 2014 NWARPC completed and accepted a Transportation Alternatives Analysis (TAA) which evaluated high-capacity transit options and determined at that time that such alternatives were not financially feasible based on ridership projections, capital costs, and federal funding thresholds; and

**WHEREAS**, the Northwest Arkansas region has experienced significant population, employment, and economic growth, resulting in increased transportation demand and evolving mobility needs; and

**WHEREAS**, Forward 2050, the region's long-range transportation plan, emphasizes strategic investments and innovative solutions to improve system connectivity, expand multimodal options, enhance safety, and keep pace with regional growth, reflecting community priorities for expanded transit, safer streets, and accessible transportation choices; and

**WHEREAS**, NWARPC, in coordination with local jurisdictions, regional stakeholders, transit providers, and the public, has completed a consultant-led Transit Alternatives Study (TAS) to reassess high-capacity transit options using updated data, travel demand models, growth forecasts, cost estimates, and funding considerations; and

**WHEREAS**, the Transit Alternatives Study assessed multiple transit modes and alignments based on performance measures including mobility benefits, cost effectiveness, socioeconomic benefits, environmental considerations, congestion benefits, and land use benefits; and

**WHEREAS**, the Transit Alternatives Study advances regional investment priorities by supporting a safe, connected, and efficient multimodal network that expands high-capacity transit and transportation choice, improves access to jobs and services, enhances quality of life and economic competitiveness, and positions Northwest Arkansas to compete for state and federal funding; and

**WHEREAS**, the Transit Alternatives Study identifies a feasible and strategic path forward for the region and recommends Bus Rapid Transit (BRT) as the Regionally Preferred Alternative for advancement into further project development and potential implementation.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION/POLICY COMMITTEE:**

**SECTION 1.** That the Transit Alternatives Study is hereby adopted.

**SECTION 2.** That Bus Rapid Transit (BRT) is hereby approved as the Regionally Preferred Alternative for advancement into subsequent planning and project development activities, subject to availability of funding and required approvals.

**PASSED AND APPROVED BY THIS 25TH DAY OF FEBRUARY 2026**

**ATTEST**

Mayor Doug Sprouse, Chair, NWARPC



aspects of how the collection captures and presents information but full system integration is a larger project.

11. Reporting cadence and public reporting of complaints.

**Public comment:** Requests for regular (monthly/quarterly) complaints reports and for complaint data to be paired with proposed FAA actions.

**FAA response:** FAA reports ANCIR complaint information regularly (quarterly and annual roll-ups) but notes ANCIR itself is not an operational analysis platform that automatically yields proposed operational actions; complaint data can inform outreach and identification of recurring topics.

12. Broad allegations about FAA capture, NextGen, and enforcement failures.

**Public comment:** Some submissions allege FAA misconduct, industry capture, or that modernization programs (NextGen/MOSAIC) created harms.

**FAA response:** The FAA treats such broad operational/policy allegations as outside the scope of this PRA notice (which focuses on the information collection); specific safety or enforcement concerns should be pursued through appropriate FAA safety, oversight, or policy channels.

**Respondents:** 45,000.

**Frequency:** As needed.

**Estimated Average Burden per**

**Response:** 15 minutes.

**Estimated Total Annual Burden:** 11,250 hours.

Issued in Des Plaines, IL.

Nitin Rao,

Manager, National Engagement Strategy and Policy Division, ARA-200.

[FR Doc. 2026-09236 Filed 5-8-26; 8:45 am]

BILLING CODE 4910-13-P

## DEPARTMENT OF TRANSPORTATION

### Federal Aviation Administration

[Docket No. FAA-2026-3172]

#### Agency Information Collection Activities: Requests for Comments; Clearance of a New Approval of Information Collection: Federal Aviation Administration (FAA) Surface Weather Status Dashboard

**AGENCY:** Federal Aviation Administration (FAA), DOT.

**ACTION:** Notice and request for comments.

**SUMMARY:** In accordance with the Paperwork Reduction Act of 1995, the FAA invites public comments on our intention to request the Office of Management and Budget (OMB) approval for a new information

collection. The collection involves voluntarily reporting when National Airspace System (NAS) surface weather systems (AWOS and ASOS) experience operational issues, such as erroneous data or full outages. The information to be collected will be used to verify and track these errors and outages, and publish the status onto the FAA's Surface Weather Status Dashboard for user awareness.

**DATES:** Written comments should be submitted by July 10, 2026.

**ADDRESSES:** Please send written comments:

*By Electronic Docket:*  
www.regulations.gov (Enter docket number into search field)

*By mail:* Reza Moradi, 800 Independence Ave. SW, 7E-612, Washington, DC 20591

*By fax:* (405) 954-8351

**FOR FURTHER INFORMATION CONTACT:** Joel Siegel by email at: joel.m.siegel@faa.gov; phone: 405-954-4341

#### SUPPLEMENTARY INFORMATION:

**Public Comments Invited:** You are asked to comment on any aspect of this information collection, including (a) Whether the proposed collection of information is necessary for FAA's performance; (b) the accuracy of the estimated burden; (c) ways for FAA to enhance the quality, utility and clarity of the information collection; and (d) ways that the burden could be minimized without reducing the quality of the collected information. The agency will summarize and/or include your comments in the request for OMB's clearance of this information collection.

**OMB Control Number:** 2120-XXXX.

**Title:** Federal Aviation Administration (FAA) Surface Weather Status Dashboard.

**Form Numbers:** Report a Problem Webform.

**Type of Review:** New Information Collection.

**Background:** The FAA's Air Traffic Organization plans to host the Congressionally mandated Surface Weather Status Dashboard as part of the existing FAA Weather Cameras website. As part of this dashboard, the FAA plans to offer the ability for National Airspace System (NAS) users (e.g., pilots, meteorologists, members of the public) to voluntarily submit information regarding any safety issues (e.g., outages, erroneous data) with surface weather stations.

It is anticipated that the information collected will be used after verification to create reports that will trigger trouble tickets within the FAA's Remote Monitoring and Logging System (RMLS) for corrective action to be taken by the

responsible parties, such as technicians within the FAA, NOAA, and non-federal entities. Once the trouble ticket is logged, the FAA's Aviation Weather Cameras website will capture and display the real-time service status of all automated surface observation systems/automated weather observing systems within 30 minutes.

As the information collected will be system site specific, the FAA may use the information collected from this form to update future policy decisions regarding surface weather infrastructure, for approvals and audits. FAA's NAS Security and Enterprise Operations (NASEO) will retain control over the information collected and safeguard it from improper access, modification, and destruction, consistent with FAA standards for confidentiality, privacy, and electronic information.

**Respondents:** Anyone may use the publicly available webform via the FAA Aviation Weather Cameras website. There is no limit on the number of responses.

**Frequency:** N/A.

**Estimated Average Burden per Response:** 1 minute.

**Estimated Total Annual Burden:** Respondents may submit webforms for multiple sites with issues. The annual burden per respondent per submission is one minute. Estimate around 1,825 responses per year equating to 1,825 minutes of total burden to the public per year.

Issued in Oklahoma City, OK, on March 10th, 2026.

Jeremy Traylor,

Manager, National Airway Systems Engineering Group, Weather Systems Team, AJW-141.

[FR Doc. 2026-09272 Filed 5-8-26; 8:45 am]

BILLING CODE 4910-13-P

## DEPARTMENT OF TRANSPORTATION

### Federal Transit Administration

#### FY 2026 Competitive Funding Opportunity: Pilot Program for Transit-Oriented Development Planning

**AGENCY:** Federal Transit Administration (FTA), Department of Transportation (DOT).

**ACTION:** Notice of funding opportunity (NOFO).

**SUMMARY:** The Federal Transit Administration (FTA) announces the opportunity to apply for \$28,492,618 million in competitive grants for the Fiscal Year (FY) 2026 Pilot Program for Transit-Oriented Development Planning.



**DATES:** Complete proposals must be submitted electronically through the [GRANTS.GOV](https://www.grants.gov) "APPLY" function by 11:59 p.m. Eastern time July 10, 2026.

**FOR FURTHER INFORMATION CONTACT:** Email April McLean-McCoy, Office of Planning and Environment, at [april.mcleanmccoy@dot.gov](mailto:april.mcleanmccoy@dot.gov). A TDD is available at 1-800-877-8339 (TDD/FIRS).

**SUPPLEMENTARY INFORMATION:** The full text of the Notice of Funding Opportunity (NOFO) can be found on FTA's website at <https://www.transit.dot.gov/funding/grants/notices> and in the "SEARCH" module of [GRANTS.GOV](https://www.grants.gov) under Funding Opportunity ID FTA-2026-003-TPE-TODP or Assistance Listing Number 20.541. Mail and fax submissions will not be accepted.

**Jamie Pfister,**  
*Acting Executive Director.*

[FR Doc. 2026-09309 Filed 5-8-26; 8:45 am]

BILLING CODE 4910-57-P

## DEPARTMENT OF TRANSPORTATION

### Pipeline and Hazardous Materials Safety Administration

[Docket No. PHMSA-2026-0959]

#### Pipeline Safety: Request for Special Permit; Argent LNG, LLC

**AGENCY:** Pipeline and Hazardous Materials Safety Administration (PHMSA); Department of Transportation (DOT).

**ACTION:** Notice.

**SUMMARY:** PHMSA is publishing this notice to solicit public comments on a request for a special permit for the proposed Argent LNG Project (Project) submitted by Argent LNG, LLC (Argent LNG). Argent LNG is seeking relief from compliance with certain requirements in the Federal pipeline safety regulations. PHMSA has proposed conditions to ensure that the special permit is consistent with pipeline safety. At the conclusion of the 30-day comment period, PHMSA will review the comments received from this notice as part of its evaluation to grant or deny the special permit request.

**DATES:** Submit any comments regarding this special permit request by June 10, 2026.

**ADDRESSES:** Comments should reference the docket number for this special permit request and may be submitted in the following ways:

- **E-Gov Website:** <http://www.regulations.gov>. This site allows

the public to enter comments on any Federal Register Notice issued by any agency.

- **Fax:** 1-202-493-2251.
- **Mail:** Docket Management System: U.S. Department of Transportation, Docket Operations, M-30, West Building Ground Floor, Room W12-140, 1200 New Jersey Avenue SE, Washington, DC 20590.
- **Hand Delivery:** Docket Management System: U.S. Department of Transportation, Docket Operations, M-30, West Building Ground Floor, Room W12-140, 1200 New Jersey Avenue SE, Washington, DC 20590, between 9:00 a.m. and 5:00 p.m., Monday through Friday, except Federal holidays.

**Instructions:** You should identify the docket number for the special permit request you are commenting on at the beginning of your comments. If you submit your comments by mail, please submit two copies. To receive confirmation that PHMSA has received your comments, please include a self-addressed stamped postcard. Internet users may submit comments at <http://www.regulations.gov>.

**Note:** There is a privacy statement published on <http://www.regulations.gov>. Comments, including any personal information provided, are posted without changes or edits to <http://www.regulations.gov>.

**Confidential Business Information:** Confidential Business Information (CBI) is commercial or financial information that is treated both customarily and actually as private by its owner. Under the Freedom of Information Act (FOIA) (5 United States Code § 552), CBI is exempt from public disclosure. If your comments responsive to this notice contain commercial or financial information that customarily is treated as private, that you treat as private, and that is relevant or responsive to this notice, it is important that you designate clearly the submitted comments as CBI. Pursuant to 49 Code of Federal Regulations (CFR) § 190.343, you may ask PHMSA to give confidential treatment to information you give to the Agency by taking the following steps: (1) mark each page of the original document submission containing CBI as "Confidential"; (2) send PHMSA, along with the original document, a second copy of the original document with the CBI deleted; and (3) explain why the information you are submitting is CBI. Unless you are notified otherwise, PHMSA will treat such marked submissions as confidential under the FOIA, and they will not be placed in the public docket of this notice. Submissions containing CBI should be

sent to Lee Cooper, U.S. Department of Transportation, PHMSA-PHP-80, 1200 New Jersey Avenue SE, Washington, DC 20590-0001. Any commentary PHMSA receives that is not specifically designated as CBI will be placed in the public docket for this matter.

**FOR FURTHER INFORMATION CONTACT:**

**General:** Lee Cooper by phone at 202-913-3171 or by email at [lee.cooper@dot.gov](mailto:lee.cooper@dot.gov).

**Technical:** Katherine Roth by phone at 470-372-8042 or by email at [katherine.roth@dot.gov](mailto:katherine.roth@dot.gov).

**SUPPLEMENTARY INFORMATION:** PHMSA received a special permit request from Argent LNG on March 9, 2026, seeking to waive certain requirements in the Federal pipeline safety regulations that would otherwise apply to the design, construction, and testing of proposed LNG storage tanks in Lafourche Parish, Louisiana.

Argent LNG is proposing to construct and operate gas treatment, liquefaction, LNG storage, and marine facilities (collectively known as the Argent LNG Project or the Project) for the purpose of liquefying domestic natural gas for export to foreign markets. The proposed membrane tanks, to be used for LNG storage, will have a nominal working volume of 220,000 cubic meters or 1,383,756 barrels. Argent LNG seeks to waive the requirements of 49 CFR 193.2101(a), 193.2301, and 193.2303, which incorporate by reference the 2001 edition of National Fire Protection Association (NFPA) 59A, "Standard for the Production, Storage, and Handling of Liquefied Natural Gas (LNG)," for the design, construction, and testing of LNG facilities, including the design of LNG storage tanks. Argent LNG is applying for a special permit to authorize the design, construction, and testing of membrane containment tank systems (membrane tanks) in accordance with the 2026 edition of NFPA 59A, which is not incorporated by reference in 49 CFR part 193.

The special permit request and the proposed special permit conditions for Argent LNG's request are available for review and public comment in Docket No. PHMSA-2026-0959. PHMSA invites interested persons to review and submit comments in the docket on the special permit request and the proposed special permit conditions. Please submit comments on any potential safety, environmental, or other relevant considerations implicated by the special permit request. Comments may include relevant data.

Before issuing a decision on the special permit request, PHMSA will evaluate all comments received on or



# Exhibit D

## RESOLUTION 2026-12

### AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR A FY 2026 TRANSIT-ORIENTED DEVELOPMENT (TOD) PLANNING GRANT

**WHEREAS**, the U.S. Department of Transportation (USDOT) and Federal Transit Administration (FTA) administer the Transit-Oriented Development (TOD) Planning Program, and the FY 2026 Notice of Funding Opportunity (NOFO) provides competitive funding to support coordinated land use and transportation planning that maximizes the benefits of planned or existing fixed-guideway transit investments; and

**WHEREAS**, the Northwest Arkansas Regional Planning Commission (NWARPC) is the designated Metropolitan Planning Organization (MPO) and FTA designated recipient for the Fayetteville-Springdale-Rogers, AR-MO Urban Area and is an eligible applicant; and

**WHEREAS**, through Resolution 2026-04, the NWARPC Board adopted the Transit Alternatives Study (TAS) and approved Bus Rapid Transit (BRT) as the regionally preferred high-capacity transit alternative; and

**WHEREAS**, the TAS identified the need for coordinated land use, housing, and multimodal access planning along future BRT corridors to ensure that high-capacity transit investments are supported by compact, connected, and equitable development patterns; and

**WHEREAS**, NWARPC, in collaboration with regional transit partners and member jurisdictions, seeks to undertake a coordinated TOD planning effort to support future high-capacity transit corridors, strengthen multimodal access, and advance equitable, compact, and connected development patterns consistent with the Forward 2050 Regional Transportation Plan; and

**WHEREAS**, NWARPC intends to apply for a FY 2026 TOD Planning Grant to fund consultant services, technical analysis, community engagement, and corridor-level planning necessary to prepare a comprehensive TOD strategy for priority transit corridors in Northwest Arkansas.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:**

**SECTION 1.** Authorization is hereby granted to file an application to the U.S. Department of Transportation for a FY 2026 Transit-Oriented Development Planning Grant to support coordinated land use and transportation planning for priority transit corridors in Northwest Arkansas.

**SECTION 2.** That the Director is hereby authorized to act on behalf of the Commission in matters concerning this project application, including subsequent administration of the grant should it be approved.

**PASSED AND APPROVED THIS 27TH DAY OF MAY 2026**

ATTEST:

  
\_\_\_\_\_  
Mayor Doug Sprouse, Chairman  
Northwest Arkansas Regional Planning Commission

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION SUPPORTING THE NORTHWEST ARKANSAS  
REGIONAL PLANNING COMMISSION’S APPLICATION FOR  
FEDERAL TRANSIT ADMINISTRATION TRANSIT-ORIENTED  
DEVELOPMENT PLANNING FUNDS FOR THE HIGHWAY 71B  
CORRIDOR; COMMITTING LOCAL MATCH FUNDS NOT TO  
EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); AND FOR  
OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville is a member of the Northwest Arkansas Regional Planning Commission (NWARPC), the designated metropolitan planning organization for the region;

**WHEREAS**, Highway 71B is a critical north–south corridor serving multiple municipalities in Northwest Arkansas, connecting major employment centers, educational institutions, neighborhoods, and commercial areas;

**WHEREAS**, the Northwest Arkansas Regional Planning Commission and its member cities have identified the Highway 71B corridor as a priority for coordinated transportation and land use planning to support regional growth and mobility;

**WHEREAS**, the Northwest Arkansas Comprehensive Safety Action Plan identifies portions of the Highway 71B corridor as part of the regional High Injury Network, indicating a need for enhanced safety, access, and multimodal transportation solutions;

**WHEREAS**, the NWARPC Transit Alternatives Study identified Bus Rapid Transit (BRT) along the Highway 71B corridor was identified as the region’s preferred high-capacity transit alternative;

**WHEREAS**, the Federal Transit Administration’s Pilot Program for Transit-Oriented Development Planning provides funding for comprehensive planning efforts that integrate land use and transportation planning, including station area planning, multimodal connectivity, and implementation strategies associated with fixed guideway transit projects such as BRT;

**WHEREAS**, funding under this program requires a local match of at least twenty percent (20%) of total eligible project costs;

**WHEREAS**, the NWARPC is preparing an application for this program to advance a regional transit-oriented development planning effort along the Highway 71B corridor in coordination with partner cities;

**WHEREAS**, participation in this effort will support the City in advancing coordinated land use strategies, improving multimodal access, and positioning the community for future transportation and economic development opportunities; and

**WHEREAS**, the City has budgeted its portion of the matching funds for this project.

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

Section 1: The City of Bentonville commits up to fifty thousand dollars (\$50,000.00) in local funds to serve as its match for the Northwest Arkansas Regional Planning Commission's application to the Federal Transit Administration's Transit-Oriented Development Planning Program;

Section 2: The City of Bentonville expresses its support for the NWARPC's application for Transit-Oriented Development Planning funds and agrees to participate as a partner in the proposed planning effort;

Section 3: The Mayor is hereby authorized to take all necessary actions to carry out the intent of this resolution, including the execution of any agreements required to implement the commitment described herein;

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

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                                   |                           |                |
|------------------------------|-----------------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 7/14/2026                         | <b>Submitted By:</b>      | Tracy Billings |
| <b>Phone:</b>                | 479-696-0229                      | <b>For Department(s):</b> | Planning       |
| <b>Email:</b>                | tracy.billings@bentonville.ar.gov |                           |                |

#### Item Type (Check all that apply)

|                                               |                                            |                                                  |                                           |
|-----------------------------------------------|--------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds    | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                      |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Public Hearing & Ordinance Vacating a Right of Way & Establishing a Utility Easement (VAC26-0026)                                                                                    |
| <b>Action Recommendation &amp; Justification:</b>        | Public Hearing and approval of an Ordinance vacating a Right of Way Vacation and a Utility Easement Dedication located at Lot 1 of Wal-Mart Campus Subdivision Phase 2 (VAC26-0026). |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                      |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                                                                                                 |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

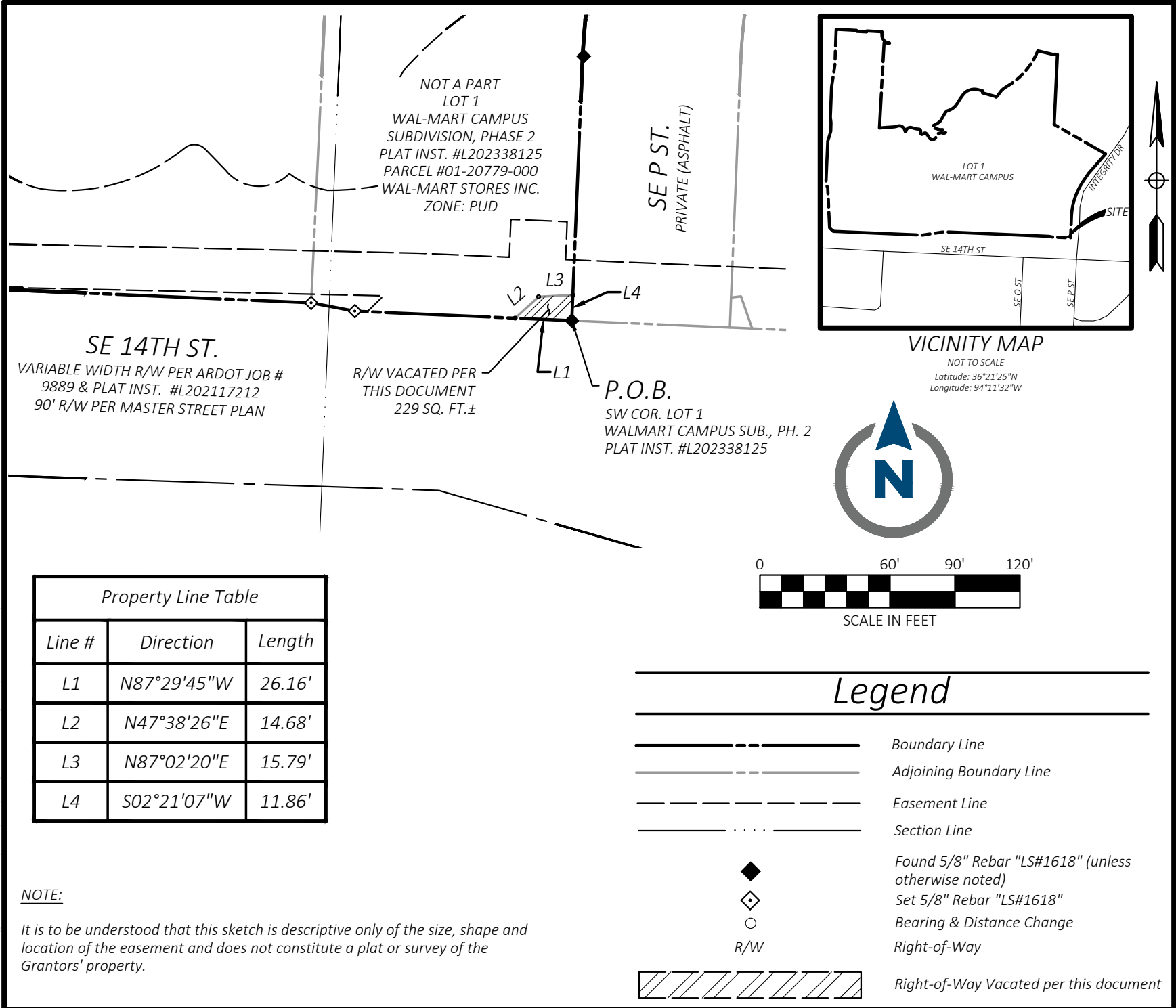
City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



DRAWING LOCATION: \\PANZURA\CEI\B.COM\SURVEY\3\000\0314\20\DRAWINGS\SURVEY\3\1470P\ZONE 5 PH\13\1470RW\ZONE 5 PH\1.DWG - SAVED BY: WPIERSON



| Property Line Table |             |        |
|---------------------|-------------|--------|
| Line #              | Direction   | Length |
| L1                  | N87°29'45"W | 26.16' |
| L2                  | N47°38'26"E | 14.68' |
| L3                  | N87°02'20"E | 15.79' |
| L4                  | S02°21'07"W | 11.86' |



CEI ENGINEERING ASSOCIATES, INC.  
2600 NE 11TH ST, SUITE 300  
BENTONVILLE, AR 72712  
PHONE: (479) 273-9472  
CORPORATE TBP L5 FIRM #10031500

3030 LBJ FREEWAY, SUITE 920  
DALLAS, TX 75234  
PHONE: (972) 488-3737

| REVISION |                 |            |
|----------|-----------------|------------|
| NO.      | DESCRIPTION     | DATE       |
| 1        | Revised Exhibit | 05/04/2026 |
|          |                 |            |
|          |                 |            |
|          |                 |            |
|          |                 |            |

RW Vacation Exhibit  
Walmart Campus  
SE 14th Street  
Bentonville, Benton County, Arkansas

|                        |          |
|------------------------|----------|
| PROFESSIONAL OF RECORD | DGR      |
| DESIGNER               | BLF      |
| FIELD WORK             | CSS      |
| CEI PROJECT NUMBER     | 31470    |
| DATE                   | 5/4/2026 |
| REVISION               | REV-1    |

RW VACATION  
SHEET TITLE  
SHEET NUMBER

**ORDINANCE NO \_\_\_\_\_**

**ORDINANCE VACATING RIGHT OF WAY AND ESTABLISHING A UTILITY EASEMENT LOCATED AT THE SOUTHWEST CORNER LOT 1 OF WAL-MART CAMPUS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0026).**

**WHEREAS,** a petition was filed by Walmart, Inc. with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a Right of way and establish a public utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A part of the Right-of-Way for Southeast 14th Street per ARDOT Job #9889 & Plat Instrument #L202117212:

**BEGINNING** at a 5/8-inch rebar with cap LS1618 found at the Southwest Corner of Lot 1 of the Wal-Mart Campus Subdivision, Phase 2 per Plat Instrument #L202338125;

**THENCE** along the North Right-of-Way Line of Southeast 14<sup>th</sup> Street per ARDOT Job #9889 & Plat Instrument #L202117212 North 87°29'45" West, 26.16 feet;

**THENCE** leaving said North Right-of-Way North 47°38'26" East, 14.68 feet;

**THENCE** North 87°02'20" East, 15.79 feet to a point on the East line of the aforementioned Plat;

**THENCE** along said East Line South 02°21'07" West, 11.86 feet to the **POINT OF BEGINNING** containing **229** square feet or **0.01** acres, more or less.

**WHEREAS,** after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way.

**NOW THEREFORE BE IT ORDAINED,** by the City Council of the City of Bentonville, Arkansas:

**Section 1:** The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to right of way subject to the condition that the public utility easement is reserved for the city designated as follows:

A part of the Right-of-Way for Southeast 14th Street per ARDOT Job #9889 & Plat Instrument #L202117212:

**BEGINNING** at a 5/8-inch rebar with cap LS1618 found at the Southwest Corner of Lot 1 of the Wal-Mart Campus Subdivision, Phase 2 per Plat Instrument #L202338125;

**THENCE** along the North Right-of-Way Line of Southeast 14<sup>th</sup> Street per ARDOT Job #9889 & Plat Instrument #L202117212 North 87°29'45" West, 26.16 feet;

**THENCE** leaving said North Right-of-Way North 47°38'26" East, 14.68 feet;

**THENCE** North 87°02'20" East, 15.79 feet to a point on the East line of the aforementioned Plat;  
**THENCE** along said East Line South 02°21'07" West, 11.86 feet to the **POINT OF BEGINNING** containing  
**229** square feet or **0.01** acres, more or less.

**Section 2:** Concurrently, The City of Bentonville Arkansas establishes a permanent utility easement to lay, construct, remove, relay, enlarge, maintain, inspect, repair and operate all municipally owned and franchised/permitted utilities including but not limited to water and sewer line or lines, manholes, sewer force main, fire hydrants, poles, electric lines and other appurtenances thereto, with right of ingress and egress to and from the same, on over, across and under the following described real estate to-wit:

A part of the Right-of-Way for Southeast 14th Street per ARDOT Job #9889 & Plat Instrument #L202117212:

**BEGINNING** at a 5/8-inch rebar with cap LS1618 found at the Southwest Corner of Lot 1 of the Wal-Mart Campus Subdivision, Phase 2 per Plat Instrument #L202338125;

**THENCE** along the North Right-of-Way Line of Southeast 14<sup>th</sup> Street per ARDOT Job #9889 & Plat Instrument #L202117212 North 87°29'45" West, 26.16 feet;

**THENCE** leaving said North Right-of-Way North 47°38'26" East, 14.68 feet;

**THENCE** North 87°02'20" East, 15.79 feet to a point on the East line of the aforementioned Plat;

**THENCE** along said East Line South 02°21'07" West, 11.86 feet to the **POINT OF BEGINNING** containing  
**229** square feet or **0.01** acres, more or less.

**Section 3:** 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.

The above and foregoing Ordinance was passed, approved, and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2026, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

---

**MALORIE MARRS, City Clerk**  
City of Bentonville, Arkansas

---

**STEPHANIE ORMAN, Mayor**  
City of Bentonville, Arkansas



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                                   |                           |                |
|------------------------------|-----------------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 7/14/2026                         | <b>Submitted By:</b>      | Tracy Billings |
| <b>Phone:</b>                | 479-696-0229                      | <b>For Department(s):</b> | Planning       |
| <b>Email:</b>                | tracy.billings@bentonville.ar.gov |                           |                |

#### Item Type (Check all that apply)

|                                               |                                            |                                                  |                                           |
|-----------------------------------------------|--------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds    | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                      |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Public Hearing & Ordinance Vacating a Right of Way & Establishing Utility Easements (VAC26-0027)                                                                                     |
| <b>Action Recommendation &amp; Justification:</b>        | Public Hearing and approval of an Ordinance vacating a Right of Way Vacation and establishing Utility Easements located at Lot 1 of Walmart Campus Subdivision Phase 2 (VAC26-0027). |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                      |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                                                                                                 |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

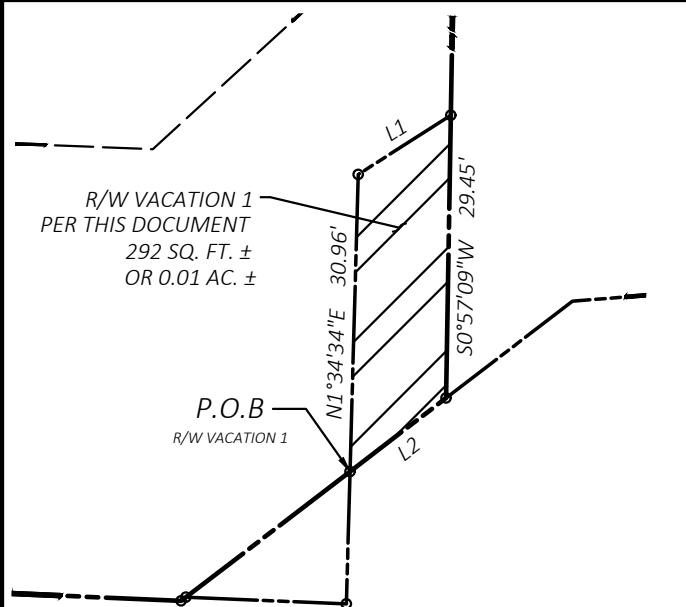
City of Bentonville, Arkansas

City Hall

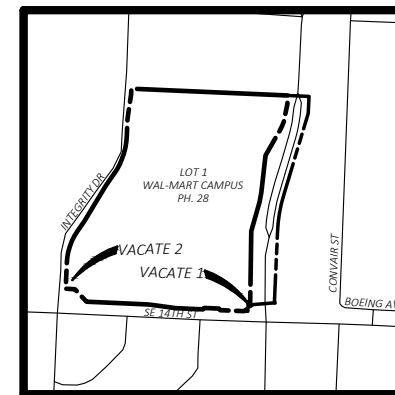
305 SW A Street Bentonville, AR 72712



DRAWING LOCATION: \\PANZUTRA\CELLS\COM\1\SURVEY\3\1000\31470\DRAWINGS\SURVEY\31470P.ZONE 5 PH. 2\31470R.W. ZONE 5 PH. 2 VACATE.DWG -- SAVED BY: WPIERSON



| Vacation Line Table |             |          |
|---------------------|-------------|----------|
| LINE                | BEARING     | DISTANCE |
| L1                  | N57°25'39"E | 11.45'   |
| L2                  | S52°33'27"W | 12.61'   |
| L3                  | N02°21'07"E | 13.89'   |
| L4                  | N83°16'20"E | 4.66'    |
| L5                  | S19°03'50"E | 15.74'   |
| L6                  | N87°29'45"W | 10.35'   |



VICINITY MAP

NOT TO SCALE  
Latitude: 36°21'27"N  
Longitude: 94°11'19"W



## Legend

|  |                            |
|--|----------------------------|
|  | Boundary Line              |
|  | Adjoining Boundary Line    |
|  | Right-of-Way Line          |
|  | Easement Line              |
|  | Centerline                 |
|  | 5/8" Rebar "LS#1618"       |
|  | Bearing & Distance Change  |
|  | Right-of-Way               |
|  | Vacated Right-Of-Way (R/W) |

### NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.



CEI ENGINEERING ASSOCIATES, INC.  
2600 NE 11TH ST, SUITE 300  
BENTONVILLE, AR 72712  
PHONE: (479) 273-9472  
CORPORATE TBP/LS FIRM #10031500

3030 LBJ FREEWAY, SUITE 920  
DALLAS, TX 75234  
PHONE: (972) 488-3737

### REVISION

| NO. | DESCRIPTION     | DATE       |
|-----|-----------------|------------|
| 1   | Revised Exhibit | 05/04/2026 |
|     |                 |            |
|     |                 |            |
|     |                 |            |
|     |                 |            |

RW Vacation Exhibit  
Walmart Campus  
SE Martin Luther King Jr. Pkwy.  
Bentonville, Benton County, Arkansas

|                        |          |
|------------------------|----------|
| PROFESSIONAL OF RECORD | DGR      |
| DESIGNER               | BLF      |
| FIELD WORK             | CSS      |
| CEI PROJECT NUMBER     | 31470    |
| DATE                   | 5/4/2026 |
| REVISION               | REV-0    |

RW Vacate

SHEET TITLE

SHEET NUMBER

1 OF 1

**ORDINANCE NO \_\_\_\_\_**

**ORDINANCE VACATING RIGHT OF WAY AND ESTABLISHING UTILITY EASEMENTS LOCATED AT THE SOUTHEAST CORNER OF LOT 1 OF WAL-MART SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0027).**

**WHEREAS,** a petition was filed by Walmart, Inc. with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a Right of way and establish public utility easements located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

RW 1:

COMMENCING at a 5/8-inch rebar with cap LS1618, found at the Southeast Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 2 per Plat Instrument #L202338125

THENCE along said North Right-of-Way Line of SE 14th St. per ARDOT Job #9889 the following twelve (12) courses:

1. South 87°29'45" East, 44.11 feet;
2. South 42°31'10" East, 81.26 feet;
3. South 87°29'29" East, 54.98 feet;
4. South 87°29'29" East, 236.55 feet;
5. Easterly along the arc of a curve to the right 22.59 feet, having a radius of 207.05 feet, through a central angle of 06°15'08", having a chord bearing and distance of South 84°19'02" East, 22.58 feet;
6. South 81°56'50" East, 112.22 feet;
7. South 87°32'16" East, 131.74 feet;
8. North 38°22'59" East, 8.89 feet;
9. South 87°32'29" East, 70.69 feet;
10. South 38°48'29" East, 9.69 feet;
11. South 87°29'28" East, 115.01 feet;
12. North 52°33'27" East, 22.17 feet for the POINT OF BEGINNING;

THENCE leaving said North Right-of-Way Line North 01°34'34" East, 30.96 feet;

THENCE North 57°25'39" East, 11.45 feet;

THENCE South 00°57'09" West, 29.45 feet to said North Right-of-Way Line;

THENCE along said North Right-of-Way Line South 52°33'27" West, 12.61 feet to the POINT OF BEGINNING containing 292 square feet or 0.01 acres, more or less.

RW 2:

BEGINNING at a 5/8-inch rebar with cap LS1618, found at the Southeast Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 2 per Plat Instrument #L202338125

THENCE along the east line of said Lot 1, Phase 2, North 02°21'07" East, 13.89 feet;

THENCE leaving said east line, North 83°16'20" East, 4.66 feet;

THENCE South 19°03'50" East, 15.74 feet to the North Right-of-Way Line of SE 14<sup>th</sup> St. per ARDOT Job #9889;

THENCE along said North Right-of-Way Line North 87°29'45" West, 10.35 feet to the POINT OF BEGINNING containing 108 square feet.

**WHEREAS,** after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way.

**NOW THEREFORE BE IT ORDAINED,** by the City Council of the City of Bentonville, Arkansas:

**Section 1:** The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to right of way subject to the condition that the public utility easement is reserved for the city designated as follows:

RW 1:

COMMENCING at a 5/8-inch rebar with cap LS1618, found at the Southeast Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 2 per Plat Instrument #L202338125

THENCE along said North Right-of-Way Line of SE 14th St. per ARDOT Job #9889 the following twelve (12) courses:

1. South 87°29'45" East, 44.11 feet;
2. South 42°31'10" East, 81.26 feet;
3. South 87°29'29" East, 54.98 feet;
4. South 87°29'29" East, 236.55 feet;
5. Easterly along the arc of a curve to the right 22.59 feet, having a radius of 207.05 feet, through a central angle of 06°15'08", having a chord bearing and distance of South 84°19'02" East, 22.58 feet;
6. South 81°56'50" East, 112.22 feet;
7. South 87°32'16" East, 131.74 feet;
8. North 38°22'59" East, 8.89 feet;
9. South 87°32'29" East, 70.69 feet;
10. South 38°48'29" East, 9.69 feet;
11. South 87°29'28" East, 115.01 feet;
12. North 52°33'27" East, 22.17 feet for the POINT OF BEGINNING;

THENCE leaving said North Right-of-Way Line North 01°34'34" East, 30.96 feet;

THENCE North 57°25'39" East, 11.45 feet;

THENCE South 00°57'09" West, 29.45 feet to said North Right-of-Way Line;

THENCE along said North Right-of-Way Line South 52°33'27" West, 12.61 feet to the POINT OF BEGINNING containing 292 square feet or 0.01 acres, more or less.

RW 2:

BEGINNING at a 5/8-inch rebar with cap LS1618, found at the Southeast Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 2 per Plat Instrument #L202338125

THENCE along the east line of said Lot 1, Phase 2, North 02°21'07" East, 13.89 feet;  
THENCE leaving said east line, North 83°16'20" East, 4.66 feet;  
THENCE South 19°03'50" East, 15.74 feet to the North Right-of-Way Line of SE 14<sup>th</sup> St. per ARDOT Job #9889;  
THENCE along said North Right-of-Way Line North 87°29'45" West, 10.35 feet to the POINT OF BEGINNING containing 108 square feet.

**Section 2:** Concurrently, The City of Bentonville Arkansas establishes a permanent utility easement to lay, construct, remove, relay, enlarge, maintain, inspect, repair and operate all municipally owned and franchised/permitted utilities including but not limited to water and sewer line or lines, manholes, sewer force main, fire hydrants, poles, electric lines and other appurtenances thereto, with right of ingress and egress to and from the same, on over, across and under the following described real estate to-wit:

A tract of land situated in the Southeast Quarter (SE1/4) of Section 32, Township 20 North, Range 30 West, Benton County, Arkansas and being described by metes and bounds as follows:

Utility Easement 1:

COMMENCING at a 5/8-inch rebar with cap LS1618, found at the Southeast Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 2 per Plat Instrument #L202338125  
THENCE along said North Right-of-Way Line of SE 14<sup>th</sup> St. per ARDOT Job #9889 the following twelve (12) courses:  
South 87°29'45" East, 44.11 feet;  
South 42°31'10" East, 81.26 feet;  
South 87°29'29" East, 54.98 feet;  
South 87°29'29" East, 236.55 feet;  
Easterly along the arc of a curve to the right 22.59 feet, having a radius of 207.05 feet, through a central angle of 06°15'08", having a chord bearing and distance of South 84°19'02" East, 22.58 feet;  
South 81°56'50" East, 112.22 feet;  
South 87°32'16" East, 131.74 feet;  
North 38°22'59" East, 8.89 feet;  
South 87°32'29" East, 70.69 feet;  
South 38°48'29" East, 9.69 feet;  
South 87°29'28" East, 115.01 feet;  
North 52°33'27" East, 22.17 feet for the POINT OF BEGINNING;  
THENCE leaving said North Right-of-Way Line North 01°34'34" East, 30.96 feet;  
THENCE North 57°25'39" East, 11.45 feet;  
THENCE South 00°57'09" West, 29.45 feet to said North Right-of-Way Line;  
THENCE along said North Right-of-Way Line South 52°33'27" West, 12.61 feet to the POINT OF BEGINNING containing 292 square feet or 0.01 acres, more or less.

Utility Easement 2:

BEGINNING at a 5/8-inch rebar with cap LS1618, found at the Southeast Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 2 per Plat Instrument #L202338125  
THENCE along the east line of said Lot 1, Phase 2, North 02°21'07" East, 13.89 feet;  
THENCE leaving said east line, North 83°16'20" East, 4.66 feet;  
THENCE South 19°03'50" East, 15.74 feet to the North Right-of-Way Line of SE 14<sup>th</sup> St. per ARDOT Job #9889;



THENCE along said North Right-of-Way Line North 87°29'45" West, 10.35 feet to the POINT OF BEGINNING containing 108 square feet.

**Section 3:** 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.

The above and foregoing Ordinance was passed, approved, and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2026, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

---

**MALORIE MARRS, City Clerk**  
**City of Bentonville, Arkansas**

---

**STEPHANIE ORMAN, Mayor**  
**City of Bentonville, Arkansas**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                              |                           |                |
|------------------------------|------------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 7/14/2026                    | <b>Submitted By:</b>      | Tracy Billings |
| <b>Phone:</b>                | 479-696-0229                 | <b>For Department(s):</b> | Planning       |
| <b>Email:</b>                | tbillings@bentonville.ar.gov |                           |                |

#### Item Type (Check all that apply)

|                                               |                                            |                                                  |                                           |
|-----------------------------------------------|--------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds    | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                     |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Public Hearing & Ordinance Vacating a General Easement Vacation (VAC26-0030)                                                                        |
| <b>Action Recommendation &amp; Justification:</b>        | Public Hearing and approval of an Ordinance vacating a General Easement Vacation located at Block 3, Lot 19 of Hazel Park Subdivision (VAC26-0030). |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                     |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                                                                |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



**ORDINANCE NO \_\_\_\_\_**

**AN ORDINANCE VACATING A GENERAL EASEMENT LOCATED AT  
BLOCK 3, LOT 19 OF HAZEL PARK SUBDIVISION OF THE CITY OF  
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0030).**

**WHEREAS,** a petition was filed with the City Council of the City of Bentonville, Arkansas, by Indiana Ave Real Holdings asking the City Council to vacate a general easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

*LOT 19, BLOCK 3, HAZEL PARK SUBDIVISION, TO THE CITY OF BENTONVILLE, AS  
DESIGNATED IN PLAT RECORD "W" AT PAGE 53, 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 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 the easement designated as follows:

*LOT 19, BLOCK 3, HAZEL PARK SUBDIVISION, TO THE CITY OF BENTONVILLE, AS  
DESIGNATED IN PLAT RECORD "W" AT PAGE 53, 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.

The above and foregoing Ordinance was passed, approved, and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2026 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

\_\_\_\_\_  
**Malorie Marrs, City Clerk**  
**Bentonville, Arkansas**

\_\_\_\_\_  
**Stephanie Orman, Mayor**  
**City of Bentonville, Arkansas**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                                   |                           |                |
|------------------------------|-----------------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 6/23/2026                         | <b>Submitted By:</b>      | Tracy Billings |
| <b>Phone:</b>                | 479-696-0229                      | <b>For Department(s):</b> | Planning       |
| <b>Email:</b>                | tracy.billings@bentonville.ar.gov |                           |                |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                     |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Public Hearing & Ordinance Vacating a General Easement Vacation (VAC26-0031)                                                                        |
| <b>Action Recommendation &amp; Justification:</b>        | Public Hearing and approval of an Ordinance vacating a General Easement Vacation located at Block 3, Lot 18 of Hazel Park Subdivision (VAC26-0031). |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                     |

|                             |      |
|-----------------------------|------|
| <b>Amount for Approval:</b> | \$ 0 |
|-----------------------------|------|

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!





**ORDINANCE NO \_\_\_\_\_**

**AN ORDINANCE VACATING A GENERAL EASEMENT LOCATED AT  
BLOCK 3, LOT 18 OF FAIRFIELD ADDITION OF THE CITY OF BENTONVILLE,  
ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0031).**

**WHEREAS,** a petition was filed with the City Council of the City of Bentonville, Arkansas, by Indiana Ave Real Holdings asking the City Council to vacate a general easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

*LOT 18, BLOCK 3, HAZEL PARK SUBDIVISION, TO THE CITY OF BENTONVILLE, AS  
DESIGNATED IN PLAT RECORD "W" AT PAGE 53, 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 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 the easement designated as follows:

*LOT 18, BLOCK 3, HAZEL PARK SUBDIVISION, TO THE CITY OF BENTONVILLE, AS  
DESIGNATED IN PLAT RECORD "W" AT PAGE 53, 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.

The above and foregoing Ordinance was passed, approved, and adopted the \_\_\_\_ day of \_\_\_\_\_, 2026 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

\_\_\_\_\_  
**Malorie Marrs, City Clerk**  
**Bentonville, Arkansas**

\_\_\_\_\_  
**Stephanie Orman, Mayor**  
**City of Bentonville, Arkansas**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                              |                           |                |
|------------------------------|------------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 7/14/2026                    | <b>Submitted By:</b>      | Tracy Billings |
| <b>Phone:</b>                | 479-696-0229                 | <b>For Department(s):</b> | Planning       |
| <b>Email:</b>                | tbillings@bentonville.ar.gov |                           |                |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                             |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Setting a Public Hearing for an Alley Right of Way Vacation (VAC26-0035)                                                                         |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to set a Public Hearing for July 28, 2026 for an Alley Right of Way Vacation located at Lot 13, Block 11 of the Gilmore's Addition (VAC26-0035). |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                             |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                                                                        |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

# EXHIBIT

SW 6TH ST.

PER PLAT BK. A, PG. 37

N87°56'37"W 150.03'

N87°56'37"W 149.91'

P.O.B.

STEM LANDS LLC  
P.N. 01-02734-000  
607 SW F STREET  
LOT 13, BLOCK 11  
GILMORE'S ADDITION  
PLAT BOOK 2012, PAGE 12  
DEED INSTR. #L202605890  
ZONE C-2

-12' ALLEY  
PLAT BK. A, PG. 37  
3,180 S.F.

ABANDONED ARKANSAS &  
MISSOURI R.R. ROW  
PLAT BOOK 588, PAGE 544

S59°06'14"W 14.30'

A PORTION OF A 12 FOOT ALLEY, LYING IN BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT RECORD "A", PAGE 37, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 13, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 2012, AT PAGE 12, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 6TH STREET; THENCE S87°56'37"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OF SOUTHWEST 6TH STREET, A DISTANCE OF 12.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 2, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 4, PAGE 25; THENCE S02°01'20"W ALONG THE WESTERLY LINE OF LOTS 2, 4, 6, 8, & 10, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 4, PAGE 25, A DISTANCE OF 261.13 FEET TO THE NORTHWESTERLY LINE OF THE ABANDONED ARKANSAS MISSOURI RAILROAD RIGHT-OF-WAY; THENCE S59°06'14"W ALONG SAID ABANDONED RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 14.30 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 13; THENCE N02°01'20"E ALONG THE EASTERLY LINE OF SAID LOT 13, A DISTANCE OF 268.90 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 3,180 SQUARE FEET MORE OR LESS



NORTH

40                      0                      20                      40

REGISTERED  
STATE OF  
ARKANSAS

**RESOLUTION NO. \_\_\_\_\_**

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

WHEREAS, a petition was filed with the City Council of Bentonville, Arkansas by **STEM Lands, LLC** requesting an alley right of way vacation (VAC26-0035) within the City of Bentonville, Arkansas be vacated, which said alley right of way easement is described as follows:

A PORTION OF A 12 FOOT ALLEY, LYING IN BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT RECORD "A", PAGE 37, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 13, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 2012, AT PAGE 12, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 6TH STREET; THENCE S87°56'37"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OF SOUTHWEST 6TH STREET, A DISTANCE OF 12.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 2, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 4, PAGE 25; THENCE S02°01'20"W ALONG THE WESTERLY LINE OF LOTS 2, 4, 6, 8, & 10, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 4, PAGE 25, A DISTANCE OF 261.13 FEET TO THE NORTHWESTERLY LINE OF THE ABANDONED ARKANSAS MISSOURI RAILROAD RIGHT-OF-WAY; THENCE S59°06'14"W ALONG SAID ABANDONED RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 14.30 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 13; THENCE N02°01'20"E ALONG THE EASTERLY LINE OF SAID LOT 13, A DISTANCE OF 268.90 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 3,180 SQUARE FEET 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 alley right of way easement is set for a hearing July 28, 2026 at 6:00 p.m. in the City Council Chambers 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 \_\_\_\_\_ 2026 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

\_\_\_\_\_  
**Malorie Marrs, City Clerk**  
**Bentonville, Arkansas**

\_\_\_\_\_  
**Stephanie Orman, Mayor**  
**City of Bentonville, Arkansas**





## City of Bentonville, Arkansas Agenda Item Form

### Item Details

|                              |                          |                           |                        |
|------------------------------|--------------------------|---------------------------|------------------------|
| <b>Council Meeting Date:</b> | 7/7/2027                 | <b>Submitted By:</b>      | Dennis Hayes           |
| <b>Phone:</b>                | 479-271-3127             | <b>For Department(s):</b> | Information Technology |
| <b>Email:</b>                | dhayes@bentonvillear.com |                           |                        |

### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                  |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Entering Into an Agreement for Document Management & Workflow Software                                                                                                                                                                |
| <b>Action Recommendation &amp; Justification:</b>        | A Resolution authorizing the Mayor and City Clerk to enter into an agreement with MCCI for the purchase of Laserfiche Document Management and Workflow Management No budget adjustment is needed.                                                |
| <b>Additional Comments for Consideration (Optional):</b> | Software. Services and Software purchased through participation in OMNIA Contract - NCPA 01-162. Participation in a Co-Op contract is allowed after Purchasing as determined that the solicitation is in line with the City's Purchasing Policy. |
| <b>Amount for Approval:</b>                              | \$ 121,513.75                                                                                                                                                                                                                                    |

### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
|                             |                     | \$      | \$      |
|                             |                     | Expense | Revenue |
|                             |                     | \$      | \$      |
|                             |                     | Expense | Revenue |
|                             |                     | \$      | \$      |
|                             |                     | Expense | Revenue |
|                             |                     | \$      | \$      |
|                             |                     | Expense | Revenue |

### Fund(s) Impacted

(check all that apply)

☒ General Fund ☒ Utility Fund ☒ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

# Memo

**To:** Mayor and City Council

**From:** Dennis Hayes

**cc:**

**Date:** 6/25/2026

**Re:** Approval of the Implement of Laserfiche Document Management System

---

## Agenda Memorandum

### Purpose

The purpose of this agenda item is to request approval to implement the Laserfiche Document Management System as the city's replacement for the existing Questys document management system.

### Background

The city has relied on the Questys document management system for many years to store and retrieve electronic records. As the system has aged, maintaining the platform has become increasingly challenging due to legacy technology, limited functionality, and long-term support considerations.

To ensure continued access to city records and provide a reliable, modern document management solution, Information Technology has evaluated replacement options and recommended implementing Laserfiche.

The initial phase of the project will focus on migrating existing documents from Questys into Laserfiche while maintaining the integrity and accessibility of the city's records. This approach minimizes operational risk and provides a stable platform for future growth.

## **Benefits**

Implementation of Laserfiche will provide several immediate benefits, including:

- Replacement of the city's aging Questys document management system with a modern, supported platform.
- Improved reliability, security, and long-term vendor support.
- Preservation and migration of existing electronic records while maintaining historical access.
- Enhanced document search, retrieval, and organization for city staff.
- Improved records management capabilities to support operational efficiency, compliance, and audit requirements.
- A scalable platform that can support future organizational growth and evolving business needs.
- Secure access controls that allow departments to access documents appropriate to their responsibilities.

## **Future Opportunities**

While the initial implementation is focused on document migration and establishing a modern document management platform, Laserfiche also includes workflow automation capabilities that may be evaluated in future phases. These features have the potential to streamline document routing, approval processes, electronic forms, and other administrative workflows as the city identifies opportunities for process improvement.

## **Fiscal Impact**

Funding for the implementation has been budgeted and approved in 2026 budget process. Future operational costs will be incorporated into the annual software maintenance budget.

## **Recommendation**

Staff recommends approval of the Laserfiche implementation to replace the city's existing Questys document management system and authorize the project to proceed.

## **Documents**

**MCCI Master Agreement** – Contractual Agreement with MCCI

**MCCI Addendum # 2** – Pricing for software, configuration, training

**MCCI Addendum # 3** – Pricing for migration of existing data (from legacy system)

## Budget Allocation - Laserfiche

| Account Ty     | Organizatio | Object | Year | Quantity | Amount      | Description                  |
|----------------|-------------|--------|------|----------|-------------|------------------------------|
| IT             | 101050      | 47510  | 2026 | 1        | \$75,000.00 | Document management Solution |
| Utility Billir | 503530      | 47510  | 2026 | 75,000   | \$75,000.00 | Document management Solution |

\$150,000.00

**MASTER SERVICES AGREEMENT NO. 24614**

This Master Services Agreement No. 24614 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

**1. Scope of Service**

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

**2. Fees**

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

**3. Invoicing and Payment**

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.



All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

#### **4. Term and Termination**

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

#### **5. Working Arrangements**

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

#### **6. Company Personnel**

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

## **7. Non-Solicitation**

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

## **8. Confidential Information**

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

**"Confidential Information"** means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

## **9. Intellectual Property**

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

**10. Data Privacy**

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to “**Personal Information**” (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

**11. Warranty****(a) General Representation and Warranty.**

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

**(b) Services Warranty.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

**(c) General Warranty.**

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, “**State Data Protection Laws**”), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

**12. Indemnification and Limitation of Liability****(a) Indemnification.**

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings (“**Claims**”) for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

**(b) Indemnification Procedure.**

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

**(c) Limitation of Liability.**

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER

LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

### **13. Insurance**

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

### **14. Notices**

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

#### If to Company

MCCI, LLC  
3717 Apalachee Parkway  
Suite 201  
Tallahassee, FL 32311  
Attn: Legal Department  
Email: [legal@mccinnovations.com](mailto:legal@mccinnovations.com)

#### If to Client:

City of Bentonville  
1000 SW 14th Street  
Bentonville, AR 72712  
Attn: Bonnie Bridges  
Email: [bbridges@bentonvillear.com](mailto:bbridges@bentonvillear.com)

### **15. Miscellaneous**

#### **(a) Third-Party EULA (End User License Agreement) Provisions.**

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

#### **(b) Use of Open-Source Code.**

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

#### **(c) Client Software Customizations.**

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

#### **(d) Company Software Configuration Services.**

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

**(e) Compliance with Laws.**

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

**(f) Equal Opportunity.**

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. 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.

**(g) Excluded Parties List.**

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

**(h) Boycotts.**

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

**(i) E-Verify**

Company uses E-Verify to verify the work authorization of all newly hired employees.

**(j) Force Majeure.**

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

**(k) Audit Rights.**

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

**(l) Assignment.**

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

**(m) Modification.**

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

**(n) Provisions Severable.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

**(o) Dispute Resolution.**

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute.

**(p) Interpretation. W**

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

**(q) Publicity.**

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

**(r) Entire Agreement.**

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

**(s) Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The

counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**(t) Governing Law.**

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

**(u) Survival.**

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

**(v) No Class Actions.**

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**(w) Limitation Period.**

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**MCCi, LLC**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BENTONVILLE ("Client")**

Signed: \_\_\_\_\_

Name: Stephanie Orman

Title: Mayor

Date: August 27, 2025 | 5:43 PM CDT

1000 SW 14TH STREET  
BENTONVILLE, AR 72712



**ADDENDUM NO. 2 AND ADDENDUM NO. 3 TO MASTER SERVICES AGREEMENT NO. 24614**

Pursuant to Master Services Agreement No. 24614 ("**Agreement**"):

This Order, designated as Addendum No. 2 and Addendum No. 3 are entered into as of \_\_\_\_\_, ("**Order Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and the Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 2 and Addendum No. 3 to be executed by their respective duly authorized representatives as of the Order Effective Date.

**MCCi, LLC**

**CITY OF BENTONVILLE ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT NO. 24614**

**INITIAL LASERFICHE ORDER**

**PRICING: LASERFICHE**



3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311  
850.701.0725  
850.564.7496 fax

**Client Name:** City of Bentonville  
**Client Address:** 1000 SW 14th Street, Bentonville, AR 72712  
**Quote Number:** 42714  
**Order Type:** Net New

**Bill to:** Dennis Hayes  
[dhayes@bentonvillear.com](mailto:dhayes@bentonvillear.com)

**Ship to:** Dennis Hayes  
[dhayes@bentonvillear.com](mailto:dhayes@bentonvillear.com)

**cc AP Contact:** AP  
[Emailaccountspayable@bentonvillear.com](mailto:Emailaccountspayable@bentonvillear.com)

**Cloud Admin:** Dennis Hayes  
[dhayes@bentonvillear.com](mailto:dhayes@bentonvillear.com)

**Quote Date:** July 2, 2026

| <b><i>Product Description:</i></b>                                                                                     | <b><i>Qty.</i></b> | <b><i>Unit Cost</i></b> | <b><i>OMNIA - NCPA<br/>01-162</i></b> | <b><i>Annual<br/>Total</i></b> |
|------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------|---------------------------------------|--------------------------------|
| <b><u>LASERFICHE ANNUAL SUBSCRIPTION - BASIC</u></b>                                                                   |                    |                         |                                       |                                |
| <input checked="" type="checkbox"/> Laserfiche Business User Subscription (25-49 Users)                                | 25                 | \$870.00                | \$826.50                              | \$20,662.50                    |
| <input checked="" type="checkbox"/> Laserfiche ScanConnect Subscription                                                | 3                  | \$105.00                | \$99.75                               | \$299.25                       |
| <input checked="" type="checkbox"/> Laserfiche Records Management Subscription                                         | 1                  | Included*               | Included*                             | Included*                      |
| <input checked="" type="checkbox"/> Laserfiche Public Portal Subscription for Unlimited<br>Laserfiche Servers          | 1                  | Included*               | Included*                             | Included*                      |
| <input checked="" type="checkbox"/> Laserfiche Quick Fields Complete with Agent Subscription<br>(10-Pack)              | 1                  | Included*               | Included*                             | Included*                      |
| <input checked="" type="checkbox"/> Laserfiche Advanced Audit Trail Subscription                                       | 1                  | Included*               | Included*                             | Included*                      |
| <input checked="" type="checkbox"/> Laserfiche Forms Portal Subscription                                               | 1                  | Included*               | Included*                             | Included*                      |
| <input checked="" type="checkbox"/> Laserfiche SDK Subscription                                                        | 1                  | Included*               | Included*                             | Included*                      |
| <input checked="" type="checkbox"/> Laserfiche Sandbox Subscription                                                    | 1                  | Included*               | Included*                             | Included*                      |
| <input checked="" type="checkbox"/> Laserfiche Integration with DocuSign Subscription                                  | 1                  | Included*               | Included*                             | Included*                      |
| <input checked="" type="checkbox"/> Up to 10,000 Smart Fields Per Year                                                 | 1                  | Included*               | Included*                             | Included*                      |
| <b><i>Laserfiche Annual Recurring Subscription Subtotal</i></b>                                                        |                    |                         |                                       | <b><i>\$20,961.75</i></b>      |
| <b><u>MCCi ANNUAL SUBSCRIPTION</u></b>                                                                                 |                    |                         |                                       |                                |
| <input checked="" type="checkbox"/> Laserfiche PowerPack 2 by MCCi Subscription<br>Requires dedicated Full Named User. | 1                  | \$1,500.00              | \$1,425.00                            | \$1,425.00                     |
| <b><i>MCCi Annual Recurring Subscription Subtotal</i></b>                                                              |                    |                         |                                       | <b><i>\$1,425.00</i></b>       |

**MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION**

|                                                                                                                                                     |   |            |            |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---|------------|------------|-------------------|
| ✓ MCCi Process Administration Support Services for Laserfiche (MPASS)                                                                               | 1 | \$2,835.00 | \$2,835.00 | \$2,835.00        |
| <i>Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.</i> |   |            |            |                   |
| ✓ MCCi Learning Management System (LMS) for Laserfiche Subscription (25-49 Users)                                                                   | 1 | \$2,840.00 | \$2,840.00 | \$2,840.00        |
| ✓ MCCi SLA for Laserfiche (25-49 Users)                                                                                                             | 1 | \$2,500.00 | \$2,375.00 | \$2,375.00        |
| <b>MCCi Supplemental Support Services Annual Recurring Subscription Subtotal</b>                                                                    |   |            |            | <b>\$8,050.00</b> |

|                                                            |                    |
|------------------------------------------------------------|--------------------|
| <b>GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION</b> | <b>\$30,436.75</b> |
|------------------------------------------------------------|--------------------|

| <b>Service Description:</b>                                                               | <b>Qty.</b> | <b>Unit Cost</b> | <b>OMNIA - NCPA 01-162</b> | <b>Total</b>       |
|-------------------------------------------------------------------------------------------|-------------|------------------|----------------------------|--------------------|
| <b>MCCi SERVICE PACKAGES</b>                                                              |             |                  |                            |                    |
| ✓ Laserfiche Installation Package                                                         | 1           | \$2,700.00       | \$2,565.00                 | \$2,565.00         |
| ✓ Laserfiche Repository Configuration                                                     | 1           | \$3,375.00       | \$3,206.25                 | \$3,206.25         |
| ✓ Laserfiche Connector Integration Configuration and Training                             | 1           | \$2,700.00       | \$2,565.00                 | \$2,565.00         |
| ✓ Laserfiche PowerPack by MCCi Installation and Configuration Package                     | 1           | \$1,350.00       | \$1,282.50                 | \$1,282.50         |
| ✓ Public-Facing Laserfiche Web Products Installation and Configuration Package            | 1           | \$2,250.00       | \$2,137.50                 | \$2,137.50         |
| ✓ Installation and Initial Configuration of Active Directory Certificate Services (AD CS) | 1           | \$450.00         | \$427.50                   | \$427.50           |
| ✓ Laserfiche Repository Administrator Training (Remote)                                   | 1           | \$982.50         | \$933.38                   | \$933.38           |
| ✓ Laserfiche User Training (Remote)                                                       | 2           | \$982.50         | \$933.38                   | \$1,866.75         |
| ✓ Laserfiche User Overview Training                                                       | 1           | \$757.50         | \$719.63                   | \$719.63           |
| ✓ Process Automation Designer Training on Laserfiche Forms - Tier 3 (Remote)              | 1           | \$6,015.00       | \$5,714.25                 | \$5,714.25         |
| ✓ Process Automation Designer Training on Laserfiche Workflow - Tier 3 (Remote)           | 1           | \$6,015.00       | \$5,714.25                 | \$5,714.25         |
| ✓ Implementation Management                                                               | 1           | \$11,250.00      | \$10,687.50                | \$10,687.50        |
| <b>Service Packages Subtotal</b>                                                          |             |                  |                            | <b>\$37,819.50</b> |

|                                        |                    |
|----------------------------------------|--------------------|
| <b>GRAND TOTAL - ONE-TIME SERVICES</b> | <b>\$37,819.50</b> |
|----------------------------------------|--------------------|

|                                      |                    |
|--------------------------------------|--------------------|
| <b>TOTAL LASERFICHE PROJECT COST</b> | <b>\$68,256.25</b> |
|--------------------------------------|--------------------|

*\*Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

**All Quotes Expire 30 Days from Quote Date**

**This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.**

## RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal. Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice.

## SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

## REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access**.

*[remainder of page intentionally left blank]*

## PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

| Product/Service Description                                                                      | Timing of Product Order |
|--------------------------------------------------------------------------------------------------|-------------------------|
| All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services | Post Project Kick-Off   |

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3<sup>rd</sup> party manufacturer products are subject to each manufacturer's current policy.

## BILLING TERMS

MCCi will invoice Client as follows:

| Product/Service Description                                                                      | Timing of Billing                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services | <ul style="list-style-type: none"><li>▪ <b>Initial Sale:</b> Upon delivery of software or activation of the subscription</li><li>▪ <b>Annual Renewal:</b> 75 days in advance of expiration date</li></ul> |
| Service Packages                                                                                 | 50% of the total upon receipt of Order, remaining 50% of total upon project completion and Client acceptance.                                                                                             |

## SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

### LASERFICHE

| Description                                                                                           | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                               | MCCi's Managed Support Services | MCCi's Process Administration Services |        |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------------|--------|
|                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | MMSS                            | MPASS                                  | MPASS2 |
| <b>Remote access support through web conferencing service</b>                                         | Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.                                                                                                                                                                                                                                                                                                                                                | ✓                               | ✓                                      | ✓      |
| <b>Priority Offering of Laserfiche CPPs &amp; Laserfiche Empower Registration Scholarships</b>        | Priority offering of complimentary Laserfiche certifications and Laserfiche Empower registration, based on availability.                                                                                                                                                                                                                                                                                                                                                 | ✓                               | ✓                                      | ✓      |
| <b>AI - Smart Fields</b>                                                                              | MCCi will provide recommendations to extract, summarize, or analyze information in a document and store the resulting value in a field. Template and field creation with Ai prompting. *Subscription Licensing Required*                                                                                                                                                                                                                                                 | ✓                               | ✓                                      | ✓      |
| <b>Additional Remote Basic Training</b>                                                               | Additional web-based training is conducted to train new users or as refresher training for existing users.                                                                                                                                                                                                                                                                                                                                                               | ✓                               | ✓                                      | ✓      |
| <b>Basic Records Management Module Overview Training</b>                                              | MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.                                                                                                                                                                                                                                                                                                                           | ✓                               | ✓                                      | ✓      |
| <b>Assistance with Implementation of Version Updates</b>                                              | While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of Supplemental Support, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Team. | ✓                               | ✓                                      | ✓      |
| <b>Additional System Settings Consultation</b>                                                        | MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.                                                                                                                                                                                                                                                                                                                   | ✓                               | ✓                                      | ✓      |
| <b>Annual Review (upon Client's request) of Administration Settings</b>                               | MCCi will access Client's system to review how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.                                                                                                                                                               | ✓                               | ✓                                      | ✓      |
| <b>Configuration and maintenance of basic business processes and MCCi packaged solution utilizing</b> | Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of basic business processes. A basic business process requires minimal configuration and virtually no                                                                                                                                                                                                                                                                   | ✓                               | ✓                                      | ✓      |



|                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |   |   |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| <b>Laserfiche Forms and Workflow</b>                                           | institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups. MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.                                    |   |   |   |
| <b>Configuration of Laserfiche Quick Fields sessions</b>                       | Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.                                                                                                                                                                                                                                                                                                                                                                             | ✓ | ✓ | ✓ |
| <b>Administration Configuration Services</b>                                   | MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.                                                                                                                                                                                                                                                                                                                                                                                                         | ✓ | ✓ | ✓ |
| <b>Public Portal Customization</b>                                             | Allows anonymous users to access a Laserfiche repository through WebLink for read-only purposes. Configuration of Basic Public Portal changes such as, Themes, Welcome Page, Navigation, Document Viewer Search Results, and Search options,                                                                                                                                                                                                                                                                              | ✓ | ✓ | ✓ |
| <b>Dedicated Certified Professional</b>                                        | While on MCCi's MMSS level, Client will have access to MCCi's team of Certified Support Professionals; with MPASS and MPASS2, Client will have a representative dedicated to Client's organization.                                                                                                                                                                                                                                                                                                                       |   | ✓ | ✓ |
| <b>Proactive recurring consultation calls upon the Client's request</b>        | Upon Client's request, Client's MPASS representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.                                                                                                                                                                                                                                                            |   | ✓ | ✓ |
| <b>Annual Review of business process configurations</b>                        | MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.                                                                                                                                                                                                       |   | ✓ | ✓ |
| <b>Institutional Knowledge of Client's Solution</b>                            | Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.                                                                                             |   |   | ✓ |
| <b>Maintenance of MCCi/Client configured <i>complex</i> business processes</b> | The assigned representative can maintain MCCi- or Client-configured complex business processes. A complex business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested.<br>For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Account Executive. |   |   | ✓ |
| <b>Ability to schedule after-hours upgrades</b>                                | Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.                                                                                                                                                                                                                                                                                                                                        |   |   | ✓ |
| <b>Basic JavaScript, CSS, and Calculations for Laserfiche Forms*</b>           | Excludes complex scripting and the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi                                                                                                                                                                                                                                                                                                             |   |   | ✓ |

\*A **complex** business solution is a large business process with an extensive configuration that is mission-critical to the organization.

**Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request does not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

#### **CLIENT RESPONSIBILITIES** (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

## MCCI'S LEARNING MANAGEMENT SYSTEM (LMS) FOR LASERFICHE\*

MCCi LMS is a powerful resource to enhance your operations by viewing Laserfiche trainings and easily create custom videos tailored to your specific use cases. With MCCi LMS you'll be able to:

- Learn how to use the Laserfiche solution with ever-increasing content of training videos
- Develop training materials specific to your agency's workflows
- Streamline onboarding of new employees
- Improve knowledge sharing across your team

*\*The LMS subscription gate is based on Laserfiche user counts*

## SERVICE LEVEL AGREEMENT (SLA)\*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support
  - Client Self-Hosted
  - Cloud Applications

*\*Full SLA document is available upon request*

*[remainder of page left intentionally blank]*

# SERVICE PACKAGES

## GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the Pricing section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize a third-party service for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in program.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Secure unattended access requires the following:
  - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM to 5:00 PM local time within the continental United States.
  - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
  - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new

project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8:00 AM to 5:00 PM local time within the continental United States.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through MCCi's LMS for Laserfiche.
- Client will acquire, install, and set up TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

## GENERAL TESTING DEFINITIONS

- **Alpha Testing** – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- **Basic Deployment Testing** – Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- **Beta Testing** – Defined as the testing performed to verify functionality and fulfillment of user requirements
- **User Acceptance Testing** – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

## GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

## LASERFICHE INSTALLATION PACKAGE

MCCi's Installation Package is designed for MCCi to install and do initial configuration of the applications that come with your Laserfiche Licensing Platform (e.g., Avante, Rio, Subscription).

## CLIENT DELIVERABLES

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements

- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

#### **MCCi DELIVERABLES**

- Install and configure one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuring identity providers other than Active Directory

#### **ASSUMPTIONS**

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

## **PUBLIC FACING LASERFICHE WEB PRODUCTS INSTALLATION AND CONFIGURATION PACKAGE**

MCCi's public facing Laserfiche installation and configuration package is designed to implement a single Laserfiche web product in a Client's DMZ or Reverse Proxy environment and configure it to use Directory Server authentication.

#### **CLIENT DELIVERABLES**

- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide servers in DMZ or Reverse Proxy
- Configure appropriate DNS entries
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

#### **MCCi DELIVERABLES**

- Install and configure one (1) instance of Laserfiche Web Client, Forms, Mobile, or WebLink in one (1) environment (E.g., Test, Dev, Staging, QA, etc.) in a DMZ or Reverse Proxy
- Configure Laserfiche software to use TLS Certificates supplied by Client
- Configure Laserfiche software to communicate with necessary internal servers
- Assuming Weblink is the instance chosen for installation and configuration:
  - Basic configuration using the WebLink Designer not to exceed three (3) hours
  - Configure WebLink access security to one (1) level from the root on one (1) repository for the public user account
- Perform basic software deployment testing

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Provisioning Client servers in DMZs
- Customization of WebLink asp Microsoft .NET Framework file
- Configuration of Folder Filter Expression
- Configuration of ADFS/SAML Authentication

#### **ASSUMPTIONS**

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers



## LASERFICHE POWERPACK BY MCCi

### INSTALLATION AND CONFIGURATION PACKAGE

MCCi provides installation and configuration services to assist MCCi's Clients in quickly utilizing the benefits of the powerful features included in PowerPack.

#### CLIENT DELIVERABLES

- Provide IIS web server to host the Data Analytics website
- Provide SQL Server to host Data Analytics database (will be created during the initial configuration)
- Provide server/workstation to install OCR Scheduler and Data Analytics service
- Provide Laserfiche Workflow server to install and configure custom Workflow Activities
- Provide a dedicated Laserfiche named user license for PowerPack to utilize

#### MCCi DELIVERABLES

- Install PowerPack components on a single server (workflow custom activities will be installed on the workflow server)
- Configure one OCR Scheduler schedule
- Install PDF and Microsoft Office iFilters
- Provide one (1) remote overview training for up to one (1) hour

#### EXCLUSIONS

MCCi is not responsible for the following:

- Configuring OCR Scheduler to extract text from electronic files other than PDF and MS Office files (Tiff files will still be OCR'd)
- Running OCR on files in Laserfiche record series
- Creating workflows

#### ASSUMPTIONS

- PowerPack is whitelisted with Client's antivirus software.
- Client environment supports the latest Laserfiche SDK runtimes.
- Microsoft Visual C++ 2015 Update 3 is installed and configured on Client system.
- Microsoft .NET Framework 4.8 is installed and configured on Client system.
- Laserfiche Workflow 10.2 or later is installed and configured on Client system.
- Laserfiche Server 10.2 is installed and configured on Client system.

## LASERFICHE REPOSITORY CONFIGURATION

MCCi's Laserfiche Repository Configuration Services are designed to assist the Client with establishing a basic repository structure. The goal is to start a foundation for the Client's organization to build their Laserfiche repository from and help establish consistent standards the Client's organizations can build on. MCCi's team will work with Client's Project Manager to discover the templates and structure that fits the Client needs.

#### CLIENT DELIVERABLES

- Define each user and group necessary to access Laserfiche
- Complete requirements gathering with MCCi Project Team to define document types, naming schemes, folder paths, and metadata

#### MCCi DELIVERABLES

- Provide requirements gathering
- Create up to two (2) folder structures that consist of three (3) tiered levels with no more than ten (10) folders in each level
- Create up to two (2) Laserfiche templates with up to seven (7) fields each
- Create up to two (2) Laserfiche User Groups
- Set entry access security for up to two folder levels with no more than ten (10) folders in each level, for up to two (2) user groups
- Conduct one (1) remote overview session on the repository configuration built by the MCCi project team

#### EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software
- Configuring workflows

## LASERFICHE CONNECTOR INTEGRATION CONFIGURATION AND TRAINING

MCCi provides installation, configuration services and training to assist MCCi's clients in quickly utilizing the streamlined experience for integrating Laserfiche with a line of business applications.

### CLIENT DELIVERABLES

- Ensure that user's machine and application to be integrated with Connector meet Laserfiche Connector requirements outlined in the hardware requirements
- Provide a test utility to ensure that the application screen is viable prior to purchase. Client is responsible for ensuring the compatibility of applications prior to purchase
- All data used for configuration must be available from the application screens
- Appoint a Laserfiche Connector Administrator
- Provide Laserfiche metadata requirements

### MCCi DELIVERABLES

- Install and integrate Laserfiche Connector on one (1) machine within the current Laserfiche system environment pursuant to the Laserfiche Connector requirements
- Assist in configuration of integration for up to one (1) application screen with three (3) standard actions on one machine
- Standard Actions Included: Scan, Import, Search Client, Search Weblink, and/or Search Web Access, launching from the desired application to Laserfiche
- Define Laserfiche metadata structure to support the specified integration
- Define Laserfiche security to support the integration
- Provide remote "Train the Trainer" training while performing integration of the Client's software with Connector

### ASSUMPTIONS

- Not all applications are guaranteed to work with Laserfiche Connector. Even if a test was successful with the Laserfiche Connector Test Utility, configuring with the full software may not work as intended.

## LASERFICHE REPOSITORY ADMINISTRATOR TRAINING

MCCi's Administrator Training is available as a single session. The goal is for your organization to have a trained repository administrator. The single session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The complete list of training topics is listed below.

- |                              |                                    |                               |
|------------------------------|------------------------------------|-------------------------------|
| ▪ User Management & Security | ▪ Metadata Management              | ▪ General Repository Settings |
| ▪ Monitoring User Activity   | ▪ Repository Architecture Overview | ▪ Folder Security             |
| ▪ Licensing                  | ▪ Cloud Navigation                 | ▪ Recycle Bin Settings        |

### CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

### MCCi DELIVERABLES

- Provide one (1) training session for two (2) hours
- Provide Repository Administration training according to the level of package purchased

- Provide training for up to six (6) users per session

#### **ASSUMPTIONS**

- Attendees have either attended a Laserfiche User Training or have requisite prior user experience
- A single day onsite training will be accompanied by other training packages

#### **EXCLUSIONS**

- MCCi is not responsible for customizing training materials for the client.

## **LASERFICHE USER TRAINING**

MCCi's User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. Attendees will become familiar with how to import new content, how to search and retrieve existing content, and how to export. Your organization can choose whether training is conducted on the web-based or on the Windows Desktop Client. Your organization can work closely with the product trainer to identify user functions. The trainer can emphasize certain topics listed below.

- |                             |                            |                           |
|-----------------------------|----------------------------|---------------------------|
| ▪ Import Options & Scanning | ▪ Metadata Usage & Reports | ▪ Repository Organization |
| ▪ Search & Retrieval        | ▪ User Navigation          | ▪ Document Modification   |
| ▪ User Options              | ▪ Export Options           | ▪ OCR & Generating Text   |

#### **CLIENT DELIVERABLES**

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

#### **MCCi DELIVERABLES**

- Provide one (1) training session for two (2) hours
- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

#### **ASSUMPTIONS**

- A single onsite training will be accompanied by other training packages

#### **EXCLUSIONS**

- MCCi is not responsible for customizing training materials for the client.

## **LASERFICHE USER OVERVIEW TRAINING**

MCCi's User Overview Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. This training is specifically designed to provide new Laserfiche Clients with the ability to better understand Laserfiche before the discovery process. Attendees will become familiar with the Laserfiche repository organization best practices, understanding templates and how to search and retrieve existing content. Training is conducted on the web-based client and your trainer can emphasize certain topics listed below.

- |                      |                  |                                    |
|----------------------|------------------|------------------------------------|
| ▪ User Navigation    | ▪ Metadata       | ▪ Repository Organization          |
| ▪ Search & Retrieval | ▪ Import Options | ▪ Export Options                   |
|                      |                  | ▪ Brief RME Review (If Applicable) |

#### **MCCi DELIVERABLES**

- Provide one (1) training session for 1.5 hours (90 Min)
- Provide Laserfiche Overview Training on MCCi Environment
- Provide training for up to fifteen (15) users per session

#### **ASSUMPTIONS**

- Training will be provided remotely on a MCCi Environment
- This is intended to occur prior to discovery to assist in the effectiveness of solution design
- This is not a replacement for Laserfiche End User Training

- The client will not have hands-on access to a Laserfiche environment

## **EXCLUSIONS**

- MCCi is not responsible for customizing training materials for the client.

## **PROCESS AUTOMATION DESIGNER TRAINING: LASERFICHE FORMS – TIER 3**

MCCi's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Forms. Individuals will learn how to create and maintain webforms and also how to apply their new skills to streamlining approval and review processes. Lastly, training is completed in your Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Tier 3, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms and spend an extra session building a process custom to your organization. During the training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process. During the first day of training, the below topics will be covered. During the second day of training, users will apply these skills to build a form applicable to their organizational need, test the form, and work on troubleshooting any issues. They are also offered additional remote assistance post-training. This is especially useful if the identified process is complex.

- |                 |                        |
|-----------------|------------------------|
| ▪ Reporting     | ▪ Field Rules          |
| ▪ Forms Inbox   | ▪ Monitoring           |
| ▪ Configuration | ▪ Forms Administration |
| ▪ Lookups       |                        |

## **CLIENT DELIVERABLES**

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc.
- Verify trainees can login to Laserfiche prior to scheduled training

## **MCCi DELIVERABLES**

- Provide two (2) full-day sessions or four (4) half-day sessions for a total of ten (10) hours of training
- Provide Process Automation training according to the level of package purchased
- Provide training for up to (six) 6 users per session
- Provide up to one (1) three-hour discovery sessions with the client prior to training
- Provide up to ten (10) hours of Post Training Configuration Assistance to be delivered in no more than 2-hour sessions. Those sessions must be scheduled at least three (3) business days in advance. These hours expire 30 days after training is completed.

## **ASSUMPTION**

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

## **EXCLUSIONS**

- CSS and JavaScript are outside the scope of this training package.
- Post Training Configuration Assistance is remote only.
- Post Training Configuration Assistance does not include additional training sessions.
- MCCi is not responsible for customizing training materials for the client.

## PROCESS AUTOMATION DESIGNER TRAINING: LASERFICHE WORKFLOW-TIER 3

MCCi's Laserfiche Workflow Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Workflow. Individuals will learn how to build workflows to replace repetitive steps performed in the repository, how to send email notifications, promote uniform document filing and naming, and how to potentially integrate with other applications through data lookups and insertions. Lastly, training is completed in your Laserfiche environment.

In Tier 3, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Workflow and will spend an extra session building a process custom to your organization. During the training, attendees are led through a process discovery workshop with the instructor to isolate and plan out a workflow. Attendees then apply their new skills during the last session to the outlined workflow and are offered additional remote assistance post-training. This is especially useful if the identified workflow is complex.

During the first day of training, the below topics will be covered. During the second day of training, users will apply these skills to build a workflow applicable to their organizational need, test the workflow, and work on troubleshooting any issues.

- Architecture
- Creating monitoring
- Starting rules
- Processing
- Activities
- Workflow Administration Console

### CLIENT DELIVERABLES

- Provide each attendee access to Workflow Designer and Workflow Administration Console
- Appoint a Workflow Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc.
- Verify trainees can login to Laserfiche prior to scheduled training

### MCCi DELIVERABLES

- Provide two (2) full-day sessions or four (4) half-day sessions for a total of ten (10) hours of training
- Provide Workflow Designer training on commonly used activities according to the level of package purchased.
- Provide training for up to six (6) users per session
- Provide up to one (1) three-hour discovery sessions with the client prior to training
- Provide up to ten (10) hours of Post Training Configuration Assistance to be delivered in no more than 2-hour sessions. These sessions must be scheduled at least three (3) business days in advance. These hours expire 30 days after training is completed.

### ASSUMPTION

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

### EXCLUSIONS

- Activities that require skills not related to Laserfiche to configure (i.e., SQL queries, VBA, C#, Microsoft .NET Framework, API calls) are outside the scope of this training package.
- Post Training Configuration Assistance is remote only.
- Post Training Configuration Assistance does not include additional training sessions.
- MCCi is not responsible for customizing training materials for the client.

## INSTALLATION AND INITIAL CONFIGURATION OF ACTIVE DIRECTORY CERTIFICATE SERVICES (AD CS)

MCCi will install and do an initial configuration of the Active Directory Certificate Services (AD CS) on a Windows Server. This configuration will be used to create the necessary TLS certificates required for the software implementation.

### CLIENT DELIVERABLES

- Provide a Windows Server that meets the requirements necessary to install and configure an AD CS as outlined by Microsoft
- Install CA Certificate on end-user machines (recommended to use Group Policy)

### MCCi DELIVERABLES

- Install AD CS on one (1) Windows Server
- Complete initial configuration of AD CS
- Create necessary certificates to use with Laserfiche and ABBYY products from the newly installed AD CS

### EXCLUSIONS

MCCi is not responsible for the following:

- Maintaining or troubleshooting AD CS in any manner after the initial configuration is complete
- Maintaining the validity of certificates created from the AD CS. This includes renewing certificates that expire

### ASSUMPTIONS

- For MCCi to be able to perform the installation and configuration of this service, Client must be able to log in with an administrative account that belongs to the Enterprise Admins and the root domain's Domain Admins group.
- Domain Functional Level and Forest Functional Level are Windows Server 2016 at a minimum.

## IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

### MCCi DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management



# MCCi ASSUMPTIONS

## TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email ([support@mccinnovations.com](mailto:support@mccinnovations.com)), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 5:00 PM local time within the continental United States.

## PROFESSIONAL SERVICES

### CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

### CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

### TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

### SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time within the continental United States. If scheduling needs to occur after business hours, additional rates may apply.

## RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

## LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

## THIRD PARTY PRODUCTS

MCCi does not warrant third-party products procured on behalf of Client. If there are any product warranties provided by a third-party/manufacture, any remedy should be requested directly from third-party and MCCi has no liability associated therewith. Clients are required to comply with third-party's terms and conditions, including any end-user license agreement, cancellation/notification requirements, acceptable use policy.

## PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack and PowerPack 2 by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- MCCi ArcGIS Integration
- GoFiche Suite for Avante/Rio/Subscription

- Common Web Service API for Laserfiche
- MCCi Community Development
- MCCi Licensing & Compliance
- MCCi Government Websites

## CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

## CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

## FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

## WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications,

set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIAL REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

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# LASERFICHE ASSUMPTIONS

*The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.*

## HARDWARE REQUIREMENTS & INSTALLATION

Client is responsible for ensuring they meet the recommended hardware requirements, which are available upon request. One (1) of each of the following components will be installed as part of Client's Laserfiche solution by default unless Pricing section states otherwise:

### LASERFICHE SUBSCRIPTION

- Laserfiche Server
- Windows Client & Administration Console
- Web Client\*
- Mobile Server
- Federated Search\*
- Directory Server (LFDS)\*
- Import Agent
- Workflow (Professional/Business only)
- Forms\* (Professional/Business only)
- Audit Trail

*\*Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation. Certificate requirements for Laserfiche Directory Server can be [found here](#).*

**Note:** *Configuring a test environment, setting up an external DMZ, and/or setting up failover/load balancing are not included by default and must be detailed and priced in the applicable Statement of Work to be implemented.*

## LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's [EULA](#) and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

## LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with self-hosted Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche.

### ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Continued access to Client's Laserfiche solution\*

*\* Specific to Laserfiche Cloud and Laserfiche self-hosted Subscription licensed Clients*

### POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid, and non-refundable
- The annual term start date for platform changes or new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date i.e., prorating for less than four months may not be permissible due to the timing of renewal invoicing.

### LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- **Impact of Expiration:**

- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
- Laserfiche self-hosted Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche self-hosted Subscription Clients must reactivate the self-hosted Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for self-hosted Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired, the plan will need to be reinstated. Reinstatements can reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired. Laserfiche Reinstatement Fee amounts and the overall policy are subject to change and will be based on Laserfiche's then-current policy at the time of occurrence.
- Client may submit a downgrade request within the first 30 days from the original purchase date or renewal invoice date less a cancellation fee equal to the greater of \$150.00 or 20% of value of product(s) being cancelled.
- Products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Products cancelled 1 – 30 days before or after the renewal date will be charged the greater of a \$150 or a 20% cancellation fee based on the total annual Laserfiche subscription cost.
- Products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

## INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

## LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf.

Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

## MCCI SERVICES ORDER

## PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311  
850.701.0725  
850.564.7496 fax

**Bill to:** Dennis Hayes  
[dhayes@bentonvillear.com](mailto:dhayes@bentonvillear.com)

**Ship to:** Dennis Hayes  
[dhayes@bentonvillear.com](mailto:dhayes@bentonvillear.com)

**cc AP Contact:** [accountspayable@bentonvillear.com](mailto:accountspayable@bentonvillear.com)

**Client Name:** City of Bentonville

**Quote Date:** July 2, 2026

**Client Address:** 1000 SW 14th Street, Bentonville, AR 72712

**Quote Number:** 42714

**Order Type:** Services

| <i>Service Description:</i>                                                                                                                | <i>Qty.</i> | <i>Unit Cost</i> | <i>OMNIA - NCPA<br/>01-162</i> | <i>Total</i>       |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------|--------------------------------|--------------------|
| <b><u>MCCI PROFESSIONAL SERVICES - STATEMENT OF WORK</u></b>                                                                               |             |                  |                                |                    |
| <input checked="" type="checkbox"/> Questys Data Migration to Laserfiche<br><i>Please see detailed Exhibit A: Statement of Work (SOW).</i> | 1           | \$59,175.00      | \$56,216.25                    | \$56,216.25        |
| <b><i>Professional Services Subtotal</i></b>                                                                                               |             |                  |                                | <b>\$56,216.25</b> |
| <input checked="" type="checkbox"/> <b><i>Service Level Agreement Client Discount</i></b>                                                  | 1           | (\$2,958.75)     |                                | (\$2,958.75)       |

**GRAND TOTAL - ONE-TIME SERVICES**

**\$53,257.50**

**TOTAL LASERFICHE PROJECT COST**

**\$53,257.50**

***All Quotes Expire 30 Days from Quote Date***

**This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.**

## SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

## REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCI **secure unattended access**.

*[remainder of page intentionally left blank]*

## BILLING TERMS

MCCi will invoice Client as follows:

| Product/Service Description                               | Timing of Billing            |
|-----------------------------------------------------------|------------------------------|
| <b>Professional Services:</b><br><b>Statement of Work</b> | Defined in Statement of Work |



# MCCi ASSUMPTIONS

## TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email ([support@mccinnovations.com](mailto:support@mccinnovations.com)), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 5:00 PM local time within the continental United States.

## PROFESSIONAL SERVICES

### CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

### CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

### TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

### SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time within the continental United States. If scheduling needs to occur after business hours, additional rates may apply.

## LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

## THIRD PARTY PRODUCTS

MCCi does not warrant third-party products procured on behalf of Client. If there are any product warranties provided by a third-party/manufacturer, any remedy should be requested directly from third-party and MCCi has no liability associated therewith. Clients are required to comply with third-party's terms and conditions, including any end-user license agreement, cancellation/notification requirements, acceptable use policy.

## PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack and PowerPack 2 by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- MCCi ArcGIS Integration
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- MCCi Community Development
- MCCi Licensing & Compliance

- MCCi Government Websites

## CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

## CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

## FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

## WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth

above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

*[remainder of page intentionally left blank]*

# Exhibit A:

# Statement of Work

**City of Bentonville, AR**

Questys Data Migration to Laserfiche

Issued: June 4, 2026

*Valid for 30 days*



## STATEMENT OF WORK ("SOW")

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This Statement of Work (including appendices hereto, the ("SOW") is part of Client's Master Agreement with MCCi (the "Master Agreement") and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

## BACKGROUND

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Client is a new user of Laserfiche Subscription Business Tier and will have a separate project to install and configure the new, self hosted, Laserfiche system. Client uses Questys and would like to migrate documents from Questys to their new Laserfiche environment. Up to 35 major document types have been identified for this migration. Client will be manually exporting and migrating the remaining document types which have less than 100 documents per type. The focus of this project will be to migrate the data from Questys to Laserfiche only. Documents will be migrated in a 1:1 fashion with no further manipulation of document names or metadata. Documents will be stored in Laserfiche using best practices and using a folder structure determined by MCCi. No other system enhancements or services are included within the scope of the project including setting user or file/folder level security.

## PROJECT OBJECTIVES

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- Project Kickoff and Project Staging
- Project Discovery and Requirements Gathering
- Questys Metadata Analysis and Conversion Discovery
- Questys Migration Solution Setup
- Sample Run
- Questys Data Migration to Laserfiche
- Questys Data Sampling and Testing
- Alpha Testing and User Acceptance Testing
- Solution Acceptance and Project Closeout

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# PROJECT STAKEHOLDERS

## GENERAL INFORMATION

| PROJECT NAME                         | PROJECT MANAGER | MCCi SINGLE POINT OF CONTACT |
|--------------------------------------|-----------------|------------------------------|
| Questys Data Migration to Laserfiche | TBD             | Mike Beaudreau               |

## MCCi SOW PREPARATION INFORMATION

| NAME         | TITLE               | EMAIL                                                                        | PHONE NUMBER |
|--------------|---------------------|------------------------------------------------------------------------------|--------------|
| Jeff Neelley | Solutions Architect | <a href="mailto:jneelley@mccinnovations.com">jneelley@mccinnovations.com</a> | 800-342-2633 |

## CLIENT DECISION MAKER

| NAME            | TITLE         | EMAIL                                                                | PHONE NUMBER |
|-----------------|---------------|----------------------------------------------------------------------|--------------|
| Kyle Gjeruldsen | Systems Admin | <a href="mailto:KyleG@bentonvillear.com">KyleG@bentonvillear.com</a> | 417-850-7993 |

## CLIENT PROJECT STAKEHOLDERS

| NAME            | TITLE         | EMAIL                                                                | PHONE NUMBER |
|-----------------|---------------|----------------------------------------------------------------------|--------------|
| Kyle Gjeruldsen | Systems Admin | <a href="mailto:KyleG@bentonvillear.com">KyleG@bentonvillear.com</a> | 417-850-7993 |

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## MILESTONES & DELIVERABLES

| MILESTONE                                              | DELIVERABLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| #1: Project Kickoff and Project Staging                | <p><b>Project Kickoff:</b> MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc.</p> <p><b>Remote Access Set Up for MCCi Project Team:</b> Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols.</p> <p><b>Creation of Project Board:</b> MCCi Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through the Project Management Tool of MCCi's choosing and provide access to Client's project team.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| #2: Project Discovery and Requirements Gathering       | <p>MCCi will complete requirements gathering with client stakeholders to services and deliverables specific to Milestone(s) below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| #3: Questys Metadata Analysis and Conversion Discovery | <p><b>MILESTONE DESCRIPTION</b><br/>MCCi will work with the Client to complete the analysis and discovery of the Client's Therefore Questys environment.</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Client will provide Questys system administrator(s) to provide back-end access and system configuration as needed throughout the duration of the project.</li> <li>▪ Client will provide unattended access to Questys for the duration of this project.</li> </ul> <p><b>MCCi DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ MCCi will work with the client to determine the best output format for images and data available from Questys.</li> </ul> <p><b>ASSUMPTIONS</b><br/>The import process can refer to both the exported docs and the Questys database to assemble and import contents into Laserfiche.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| #4: Questys Migration Solution Setup                   | <p><b>MILESTONE DESCRIPTION:</b> MCCi will work with the Client to migrate the images/files and associated metadata from Client's Questys System over to Laserfiche.</p> <p><b>CLIENT DELIVERABLES:</b></p> <ul style="list-style-type: none"> <li>▪ Client will provide Questys system administrator(s) to provide back-end access and system configuration as needed throughout the duration of the project.</li> <li>▪ Client will provide departmental subject matter experts for consultation of data structure throughout the duration of this project.</li> <li>▪ Client will provide unattended access to Questys and Laserfiche environments for the duration of this project.</li> </ul> <p><b>MCCi DELIVERABLES:</b><br/>Template and Folder Mapping</p> <ul style="list-style-type: none"> <li>▪ MCCi map up to 35 document types from the Questys system to Laserfiche folders and templates.</li> </ul> <p><b>ASUMPTIONS:</b></p> <ul style="list-style-type: none"> <li>▪ Records will be mapped in a 1:1 fashion with no further manipulation of document names or metadata.</li> <li>▪ Records will be migrated directly into client's Laserfiche repository.</li> <li>▪ Destination folder structure will be determined my MCCi.</li> <li>▪ Any document types containing 100 documents or less will be migrated manually by client.</li> </ul> |



|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>#5: Sample Run</b>                           | <p><b>MILESTONE DESCRIPTION:</b> MCCi will work with the Client to migrate the images/files and associated metadata from Questys System over to Laserfiche.</p> <p><b>CLIENT DELIVERABLES:</b></p> <ul style="list-style-type: none"> <li>▪ Client will provide Questys system administrator(s) to provide back-end access and system configuration as needed throughout the duration of the project.</li> <li>▪ Client will provide departmental subject matter experts for consultation of data structure throughout the duration of this project.</li> <li>▪ Client will provide unattended access to Questys and Laserfiche environments for the duration of this project.</li> </ul> <p><b>MCCi DELIVERABLES:</b><br/>Sample Run</p> <ul style="list-style-type: none"> <li>▪ MCCi will perform a sample run with 100 documents to verify the accuracy and esthetics of the template mapping.</li> </ul> <p><b>EXCLUSIONS:</b></p> <ul style="list-style-type: none"> <li>▪ Implementation of any user, folder, or document level security on sample run documents.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>#6: Questys Data Migration to Laserfiche</b> | <p><b>MILESTONE DESCRIPTION:</b> MCCi will work with the Client to migrate the images/files and associated metadata from Client's Therefore DMS System over to Laserfiche.</p> <p><b>CLIENT DELIVERABLES:</b></p> <ul style="list-style-type: none"> <li>▪ Client will provide Questys system administrator(s) to provide back-end access and system configuration as needed throughout the duration of the project.</li> <li>▪ Client will provide departmental subject matter experts for consultation of data structure throughout the duration of this project.</li> <li>▪ Client will provide unattended access to Questys and Laserfiche environments for the duration of this project.</li> </ul> <p><b>MCCi DELIVERABLES:</b><br/>Data Migration</p> <ul style="list-style-type: none"> <li>▪ MCCi staff will perform the data migration and deliver to the client their indexed and migrated documents in a format that can be imported into Laserfiche. MCCi staff will assist/perform the importing of these documents into the client's Laserfiche system. Items covered: <ul style="list-style-type: none"> <li>▪ Build/configure custom utility used to facility migration.</li> <li>▪ Migration code fixes for anomalies within the documents and data outlined.</li> <li>▪ Volume consistency check/quality control.</li> <li>▪ Migrate Questys documents to the Client's Laserfiche system.</li> </ul> </li> </ul> <p><b>EXCLUSIONS:</b></p> <ul style="list-style-type: none"> <li>▪ Any modifications to the migrated documents once in Laserfiche including refiling and re-assignment of metadata.</li> <li>▪ Implementation of any user, folder, or document level security on migrated documents.</li> </ul> |
| <b>#7: Questys Data Sampling and Testing</b>    | <p><b>MILESTONE DESCRIPTION:</b> MCCi will work with the Client to migrate the images/files and associated metadata from Client's Questys System over to Laserfiche.</p> <p><b>CLIENT DELIVERABLES:</b></p> <ul style="list-style-type: none"> <li>▪ Client will provide Questys system administrator(s) to provide back-end access and system configuration as needed throughout the duration of the project.</li> <li>▪ Client will provide departmental subject matter experts for consultation of data structure throughout the duration of this project.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|                                                            |                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                            | <ul style="list-style-type: none"> <li>▪ Client will provide unattended access to Questys and Laserfiche environments for the duration of this project.</li> </ul> <p><b>MCCi DELIVERABLES:</b><br/>Data Sampling &amp; Testing</p> <ul style="list-style-type: none"> <li>▪ MCCi will conduct testing on completed migration to verify accuracy before requesting sign-off from the client.</li> </ul> |
| <b>#8: Alpha Testing and User Acceptance Testing (UAT)</b> | MCCi will complete Alpha testing of the delivered solutions to ensure they function based upon the outlined design. Client Testing Team will execute User Acceptance Testing (UAT). Client is responsible for fully testing configurations prior to going live. Client will have 2 weeks (10 business days) to complete UAT.                                                                            |
| <b>#9: Solution Acceptance &amp; Project Closeout</b>      | Client will go fully live with the system and configured processes. A formal wrap-up call will be held to transition Client to their MCCi Account Management and Support team.                                                                                                                                                                                                                          |

## EXCLUDED

### GENERAL

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining a backup and recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to configuration changes made by Client's team prior to system Handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- MCCi is not responsible for anything not expressly included in this SOW.

### DATA MIGRATION

- MCCi is not responsible for the accuracy of existing indexing data and/or image quality, such as errors on the media, image file corruption, data file corruption, orphaned records, encrypted data, non-supported proprietary formats, or other errors that are not controllable by MCCi.
- Due to the vast differences in how document management systems handle sticky notes, redactions and annotations, data migration services do not include migration of sticky notes or any other redactions and annotations from the legacy system to Laserfiche, unless otherwise stated in this SOW.
- MCCi is not responsible for maintaining a copy of the original data, or a copy of the converted data.
- OCR is not included. Client will be able to OCR the records internally once the migration process is complete.
- Documents from the legacy system will be migrated into Laserfiche. No conversion of data types or removal of document wrappers will be completed during the migration process unless specifically stated in this SOW. Files that are encrypted will not be migrated.

# SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

## DELIVERABLE ACCEPTANCE CRITERIA

MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

## GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.
- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.

- **All Services pricing assumes the Client will grant MCCi unattended access** to the required infrastructure for the project. Unattended access requires the following:
  - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
  - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
  - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

## GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

## GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

## LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the six (6) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

## DATA MIGRATION

- Migrations will be performed via direct hard-drive to hard-drive or server to server connection for optimal performance results. Migrations performed by any indirect transfer method are anticipated to take significantly longer (speed and duration variation cannot be estimated as part of a Level 1 scoping effort).
- Users will not add new records to the existing system once migrations commence.
- Users will not work with existing records in the existing system once migrations commence.
- Records to be migrated during the execution of differential migration(s), if included in this SOW, will be made available and immediately identifiable by Client's development team and project teams. It is assumed that an extraction query for the identified modify date will be available for use by MCCi's development team to execute migration efforts in the same manner as the original full data migration(s).
- Integrations designed to display records (including public records) may not be functional or fully available during the process of the full data migration effort, as records will exist in only one of two systems at full capacity until all migration efforts are completed and validated.
- Data migrations will not include any custom software development.
- Security design and implementation is subject to full data accessibility between the Laserfiche system and desired active directory (AD) groups and administration, as well as other network infrastructure limitations and capabilities.
- Client will provide necessary hardware to store/process migration data.
- If indexing is desired and not currently contained within the electronic data migrated, Client is required to provide MCCi with a database (in a format accepted by MCCi and approved in this scope) of indexing information which would be used to auto populate template fields. Additionally, the index data must be associated with the documents via unique identifiers or pointers.
- Due to the vast differences in how document management systems handle security and file access, the migrated data will not retain any of the previous system security from the former document management system. Client is responsible for applying the necessary security and access control to the migrated data in Laserfiche. Prior to providing end user access, Client is responsible to verify that all migrated data has had the proper security applied, including view/write access and redactions (if utilized), which is consistent with Client's existing Laserfiche security policy.
- After completion of the project, MCCi will purge all data and records received and hosted associated with migration services outlined in this SOW.

*[remainder of page left intentionally blank]*

## ROLES & RESPONSIBILITIES

---

### PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

### DEVELOPER

Responsible for the design, development, coding, testing, and debugging of applications.

*[remainder of page left intentionally blank]*

## BILLING SCHEDULE

### FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

| Upon Client Acceptance of the Following Deliverables and/or Completion of the Milestone | Invoice Amount     |
|-----------------------------------------------------------------------------------------|--------------------|
| <b>Kick Off &amp; Achievement of Milestones 1 &amp; 2</b>                               | \$1,518.75         |
| <b>Achievement of Milestones 3</b>                                                      | \$19,237.50        |
| <b>Achievement of Milestones 4 &amp; 5</b>                                              | \$10,125.00        |
| <b>Achievement of Milestones 6</b>                                                      | \$9,011.25         |
| <b>Achievement of Milestones 7</b>                                                      | \$9,416.25         |
| <b>Achievement of Milestones 8 &amp; 9 - Project Close - Final Acceptance</b>           | \$3,948.75         |
| <b>Total:</b>                                                                           | <b>\$53,257.50</b> |

If either the Client or MCCi cancels any or all services in accordance with the Master Agreement, MCCi may invoice Client for a pro-rated share of the uncompleted work/milestone(s) for services actually performed through the effective date of such termination.



## PROCESS & ESCALATION

### CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same. It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

### ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

| NAME           | RESPONSIBILITY/ROLE     | CONTACT NUMBER         | EMAIL                                                                    |
|----------------|-------------------------|------------------------|--------------------------------------------------------------------------|
| Victor D'Aurio | Chief Operating Officer | 850-701-0725 ext. 1604 | <a href="mailto:victor@mccinnovations.com">victor@mccinnovations.com</a> |

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO  
ENTER INTO AN AGREEMENT WITH MCCI LLC, FOR THE  
PURCHASE OF LASERFICHE DOCUMENT MANAGEMENT AND  
WORKFLOW MANAGEMENT SOFTWARE, IN AN AMOUNT NOT TO  
EXCEED ONE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED  
THIRTEEN DOLLARS AND SEVENTY-FIVE CENTS  
(\$121,513.75); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City's existing document management system. Questys, has aged making it difficult to maintain the platform;

**WHEREAS**, this purchase is being made through a co-op contract, OMNIA Contract – NCPA 01-162, which is in line with the City's Purchasing Policy; and

**WHEREAS**, no budget adjustment is needed.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with MCCI LLC, for the purchase of Laserfiche Document Management and Workflow Management Software, in an amount not to exceed one hundred twenty-one thousand five hundred thirteen dollars and seventy-five cents (\$121,513.75);

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 \_\_\_\_\_, 2026.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, MAYOR**

\_\_\_\_\_  
**Malorie Marrs, CITY CLERK**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                                  |                           |               |
|------------------------------|----------------------------------|---------------------------|---------------|
| <b>Council Meeting Date:</b> | 7/14/2026                        | <b>Submitted By:</b>      | Daniel Clardy |
| <b>Phone:</b>                | 479-271-3130                     | <b>For Department(s):</b> | Street        |
| <b>Email:</b>                | daniel.clardy@bentonville.ar.gov |                           |               |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input checked="" type="checkbox"/> Bid Award  | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                           |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Award Bid IFB-26-39 for a 2026 Bucket Truck to All Around MFG                                                                                                                                                               |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to award bid IFB-26-39 for one 2026 or Current Year Model Bucket Truck in the amount of \$200,000.00. No budget adjustment is needed.                                                                                          |
| <b>Additional Comments for Consideration (Optional):</b> | This unit is a scheduled replacement under the 2026 Street Department Budget Account 203810-47420, Budget line item description "DC - (Replacement) of 3820-15 - 2009 Traffic Signal Bucket Truck". Approved 2026 budget is \$215,000.00. |
| <b>Amount for Approval:</b>                              | \$ 200,000.00                                                                                                                                                                                                                             |

#### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☒ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

| CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT |         |                                                                                                                                                                             |         |                     |                                  |                        |                |                               |                              |
|--------------------------------------------------------------------|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------|----------------------------------|------------------------|----------------|-------------------------------|------------------------------|
| FORMAL SEALED BID TABULATION                                       |         |                                                                                                                                                                             |         |                     |                                  |                        |                |                               |                              |
| Date of Bid Opening:                                               | 6/11/26 | Time of Bid Opening:                                                                                                                                                        | 1:00 PM |                     |                                  |                        |                |                               |                              |
| Solicitation Title: FB-26-09 2026 or Newer Model Bucket Truck      |         |                                                                                                                                                                             |         |                     |                                  |                        |                |                               |                              |
| Bidders:                                                           |         |                                                                                                                                                                             |         | REG Dealerships LLC | Industrial Truck Equipment, Inc. | Global Rental Co. Inc. | All Around MFG | Custom Truck One Source, Inc. | Palfinger North America, LLC |
| 1                                                                  | EA      | 2026 or Current Year Model Bucket Truck: Mark here if as specified _____ Bidder: Specify year/model/brand etc. here if an alternate/equivalent item is being proposed _____ |         |                     | \$0.00                           | \$240,300.00           | \$200,000.00   | \$239,180.95                  | \$238,818.02                 |
| Total Bid Price                                                    |         |                                                                                                                                                                             |         | \$0.00              | \$0.00                           | \$240,300.00           | \$200,000.00   | \$239,180.95                  | \$238,818.02                 |
| auct@cityofbentonville.com 479-271-1111                            |         |                                                                                                                                                                             |         |                     |                                  |                        |                |                               |                              |
| TABULATION VERIFICATION                                            |         |                                                                                                                                                                             |         |                     |                                  |                        |                |                               |                              |

X \_\_\_\_\_  
Michelle Gaudern  
Purchasing Agent

X \_\_\_\_\_  
Daniel Clardy  
Street Manager

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDDING BID IFB-26-39 FOR A BUCKET TRUCK TO ALL  
AROUND MFG, IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS  
(\$200,000.00) AND FOR OTHER PURPOSES.**

**WHEREAS**, All Around MFG is the lowest qualified bidder for bid IFB-26-39;

**WHEREAS**, this is a budgeted item; and

**WHEREAS**, no budget adjustment is needed.

**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 All Around MFG for the purchase of a 2026 or Current Year Model Bucket Truck in the amount of Two-Hundred Thousand Dollars (\$200,000.00).

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

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, CITY CLERK**



## City of Bentonville, Arkansas Agenda Item Form

### Item Details

|                              |                                  |                           |               |
|------------------------------|----------------------------------|---------------------------|---------------|
| <b>Council Meeting Date:</b> | 7/14/2026                        | <b>Submitted By:</b>      | Daniel Clardy |
| <b>Phone:</b>                | 479-271-3130                     | <b>For Department(s):</b> | Street        |
| <b>Email:</b>                | daniel.clardy@bentonville.ar.gov |                           |               |

### Item Type (Check all that apply)

|                                               |                                            |                                                   |                                                      |
|-----------------------------------------------|--------------------------------------------|---------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input checked="" type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds    | <input type="checkbox"/> Budget Adjustment | <input checked="" type="checkbox"/> Waiver of Bid | <input checked="" type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational            |                                                      |

### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Ordinance to Approve a Waiver of Bid for Change Order #1 to IFB-26-33 - Mastic Seal                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Action Recommendation &amp; Justification:</b>        | Ordinance requesting to waive competitive bidding approving Change Order #1 to the existing contract. Innovative Roadway Solutions LLC was the only competitive bidder under IFB-26-33 Mastic Seal. An emergency clause is requested to allow this change order to become effective immediately. The contractor is scheduled to be in the area within approximately two weeks. Immediate approval will reduce project delays. No budget adjustment is needed.     |
| <b>Additional Comments for Consideration (Optional):</b> | Staff recommends approval of Change Order #1 to the existing contract with Innovative Roadway Solutions LLC. to increase the total bid price based on estimated quantities from \$336,484.70 to \$476,702.12 the project. The requested change does not alter the scope or intent of the project but adjusts contract quantities. Sufficient funding is available within the approved project budget to accommodate the proposed increase in contract quantities. |
| <b>Amount for Approval:</b>                              | \$ 140,217.42                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
|                             |                     | \$      | \$      |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|                             |                     | \$      | \$      |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|                             |                     | \$      | \$      |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|                             |                     | \$      | \$      |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



# Innovative Roadway Solutions LLC.

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Texas Regional Office - 493 Dr. M Roper Pkwy N – Bullard, TX - 75757 | Phone: 903/894-4520 | Fax: 903/894-4620

**July 1, 2026**

Mr. Daniel Clardy – Street Manager – City of Bentonville, AR  
Submitted via email

Re: Request for Change Order via Supplemental Agreement  
**IFB-26-33 – 2026 Mastic Sealer for City of Bentonville, AR**

Mr. Clardy,

Innovative Roadway Solutions LLC was recently awarded the contract to provide turnkey services on bid number IFB-26-33, 2026 Mastic Sealer for the City of Bentonville, AR. in the contract amount of **\$336,484.70**

Per the documents provided by the City of Bentonville, the requested additional quantity for this change order in square yards is **47,693.**

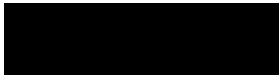
The square yard unit price from the bid submitted May 12, 2026, is **\$2.94** per square yard.

The total amount of the change order, based on the exhibits provided herein, is equal to the additional square yards (47,693) at the unit price bid of (\$2.94) per square yard for a total of **\$140,217.42.**

No further changes or requests are necessary at this time.

Thank you.

Kind Regards,

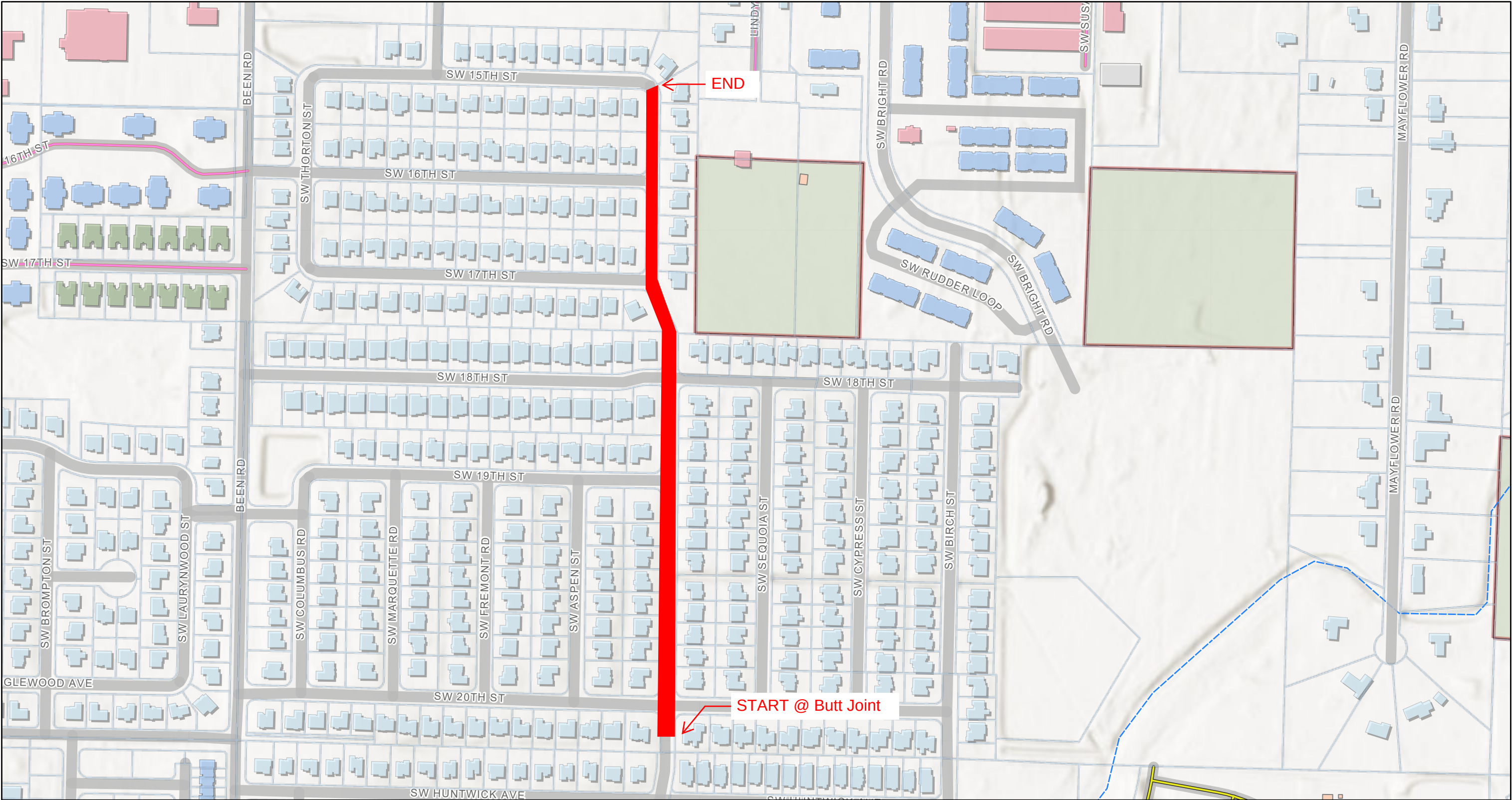


Kevin L. King – President  
**Innovative Roadway Solutions LLC.**



| Windwood Subdivision |              |                 |             |        |       |        |
|----------------------|--------------|-----------------|-------------|--------|-------|--------|
|                      |              |                 |             | LENGTH | WIDTH | SEALER |
| SECTION              | STREET NAME  | STARTING AT     | ENDING AT   | (FT)   | (FT)  | (SY)   |
| SW                   | Anna St      | SW 14th St      | SW 15th St  | 411    | 26    | 1,458  |
| SW                   | Marquette St | SW 20th St      | SW 19th St  | 684    | 23    | 2,032  |
| SW                   | Columbus Rd  | SW 20th St      | SW 19th St  | 641    | 23    | 1,788  |
| SW                   | Fremont Rd   | SW 20th St      | SW 19th St  | 684    | 23    | 2,032  |
| SW                   | Aspen St     | SW 20th St      | SW 19th St  | 684    | 23    | 2,032  |
| SW                   | 19th St      | Columbus Rd     | Elington St | 1,124  | 23    | 3,040  |
| SW                   | 20th St      | Been Rd         | Birch St    | 2,226  | 23    | 5,957  |
| SW                   | Birch St     | at Butt Joint   | END         | 1,285  | 23    | 3,284  |
| SW                   | 18th St      | 1804 SW 18th St | Been Rd     | 2,443  | 23    | 6,324  |
| SW                   | 19th St      | Been Rd         | Columbus Rd | 170    | 23    | 656    |
| SW                   | Elington St  | at Butt Joint   | 16th St     | 2,110  | 23    | 5,392  |
| SW                   | 17th St      | SW Thorton St   | Elington St | 1,066  | 23    | 2,822  |
| SW                   | Thorton St   | SW 15th St      | 18th St     | 660    | 23    | 1,687  |
| SW                   | 16th St      | Been Rd         | Elington St | 1,262  | 23    | 3,537  |
| SW                   | Sequoia St   | SW 18th St      | 20th St     | 1,010  | 23    | 2,826  |
| SW                   | Cypress St   | SW 18th St      | 20th St     | 1,010  | 23    | 2,826  |
|                      |              |                 |             |        |       |        |
|                      |              |                 |             | 17,470 |       | 47,693 |

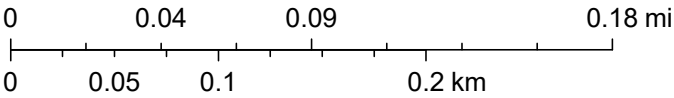
SW Elington St



6/25/2026, 12:45:14 PM

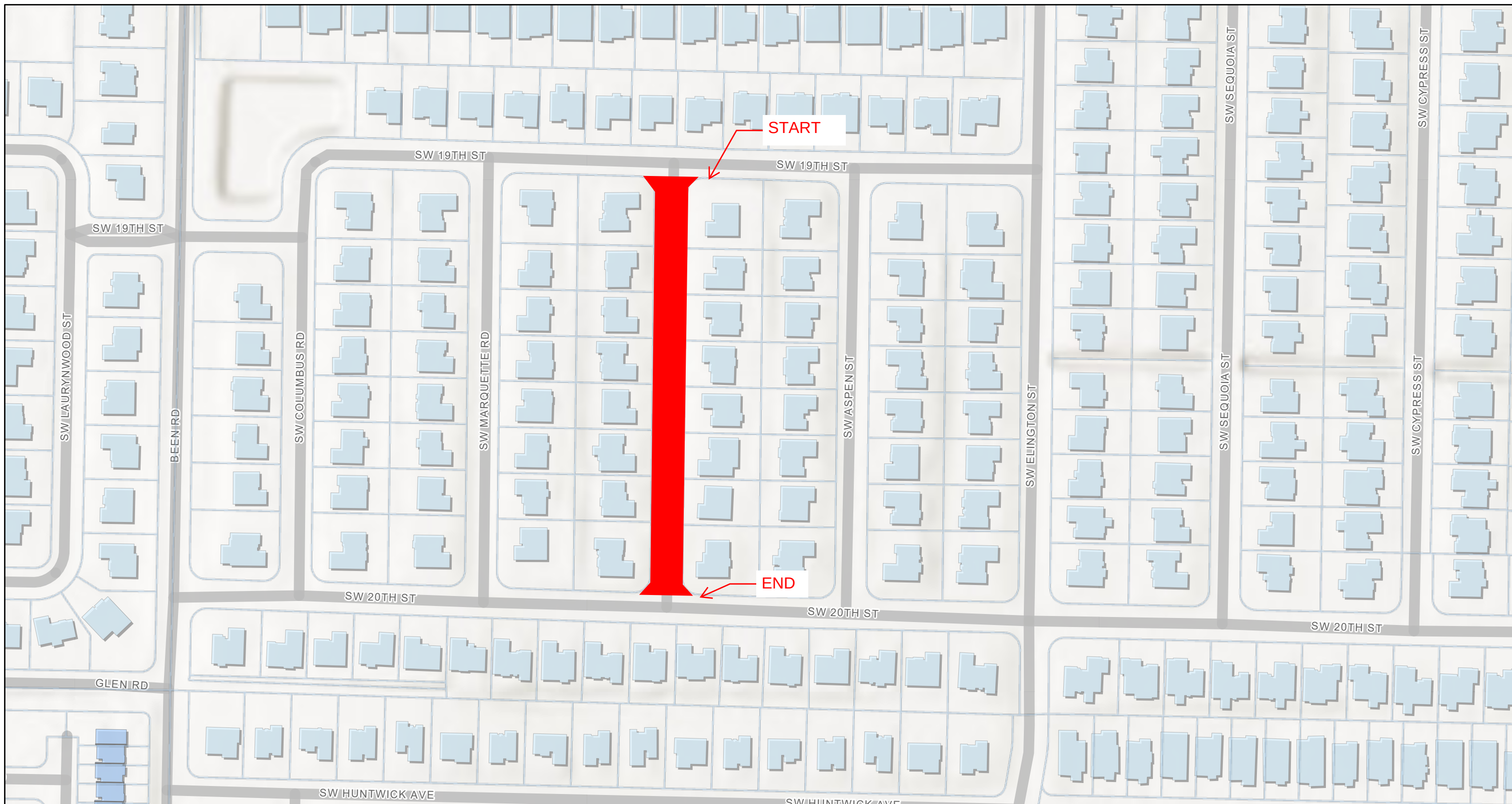
 Tax Parcels

1:4,514



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

## SW Fremont Rd



6/25/2026, 12:50:30 PM

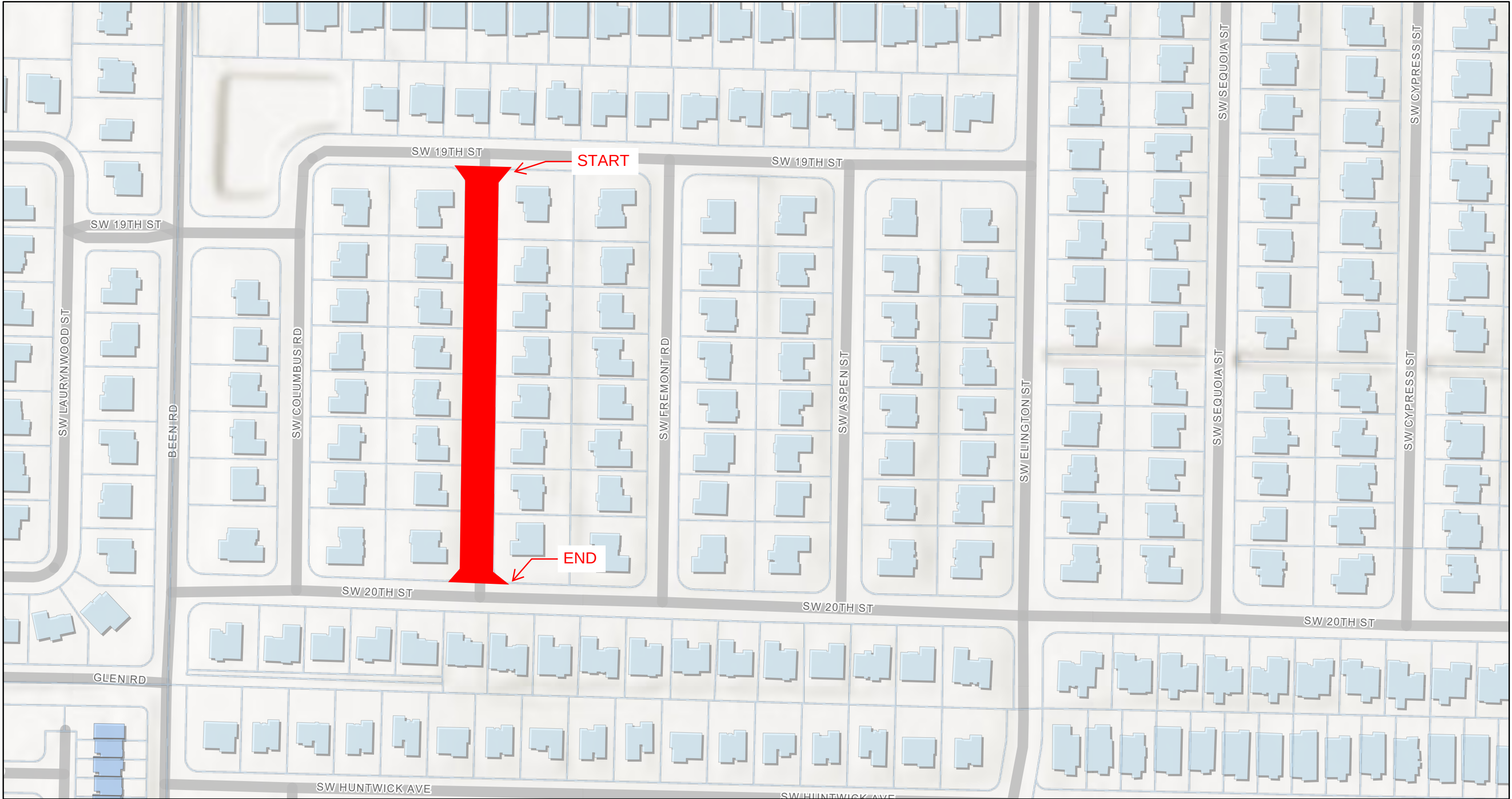
☐ Tax Parcels

1:2,257

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



# SW Marquette Rd



6/25/2026, 12:49:48 PM

## Tax Parcels

1:2,257

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

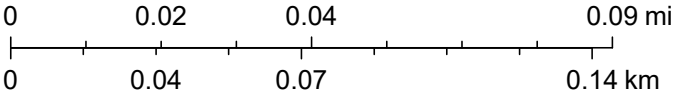
SW Sequoia St



6/25/2026, 12:53:39 PM

 Tax Parcels

1:2,257



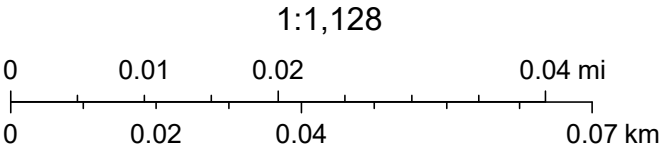
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

SW Thorton St



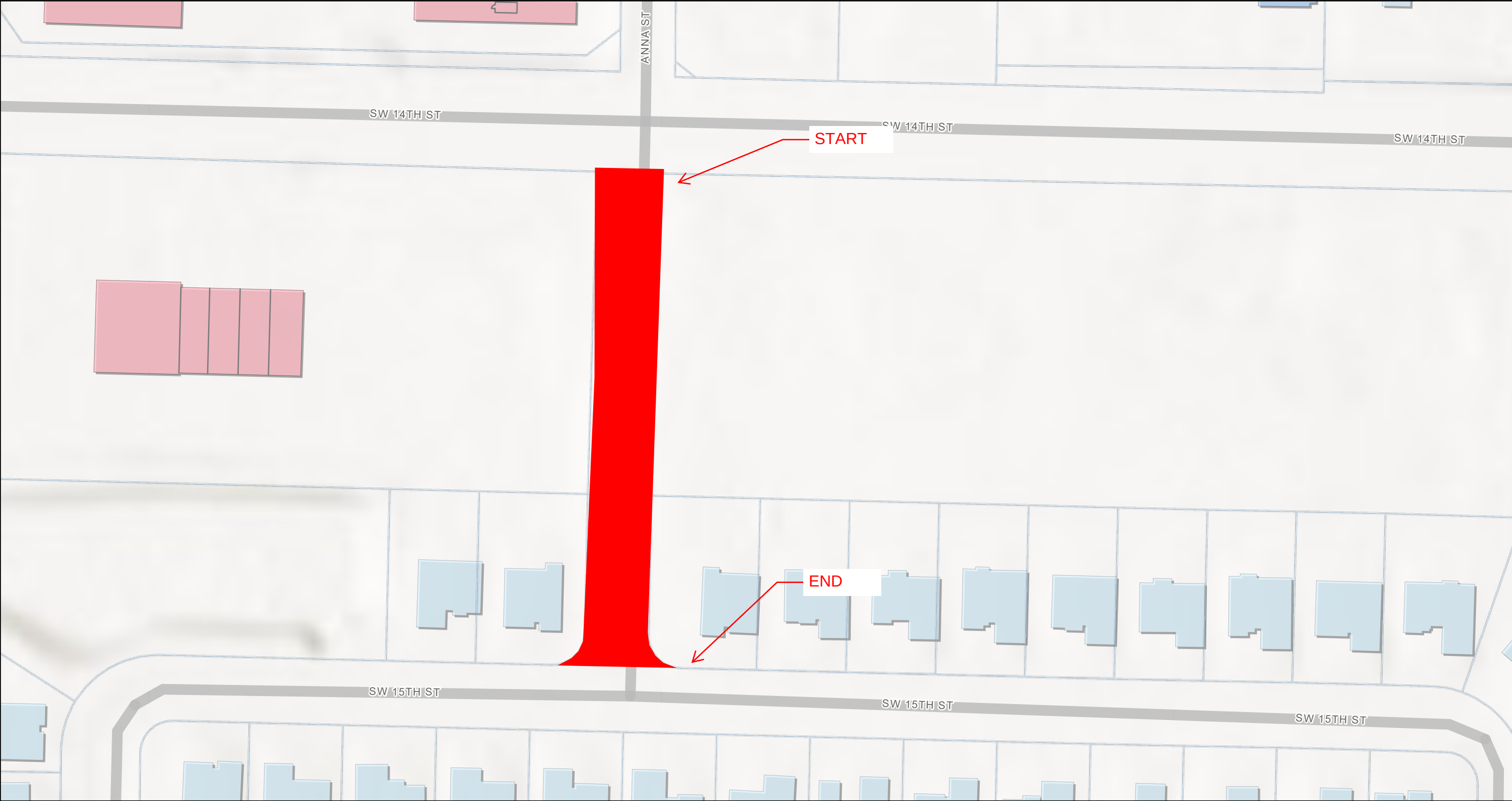
6/25/2026, 12:43:05 PM

Tax Parcels



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

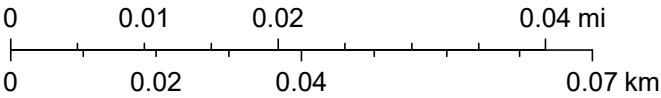
Anna St



6/25/2026, 12:40:26 PM

 Tax Parcels

1:1,128



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



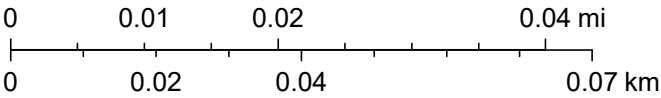
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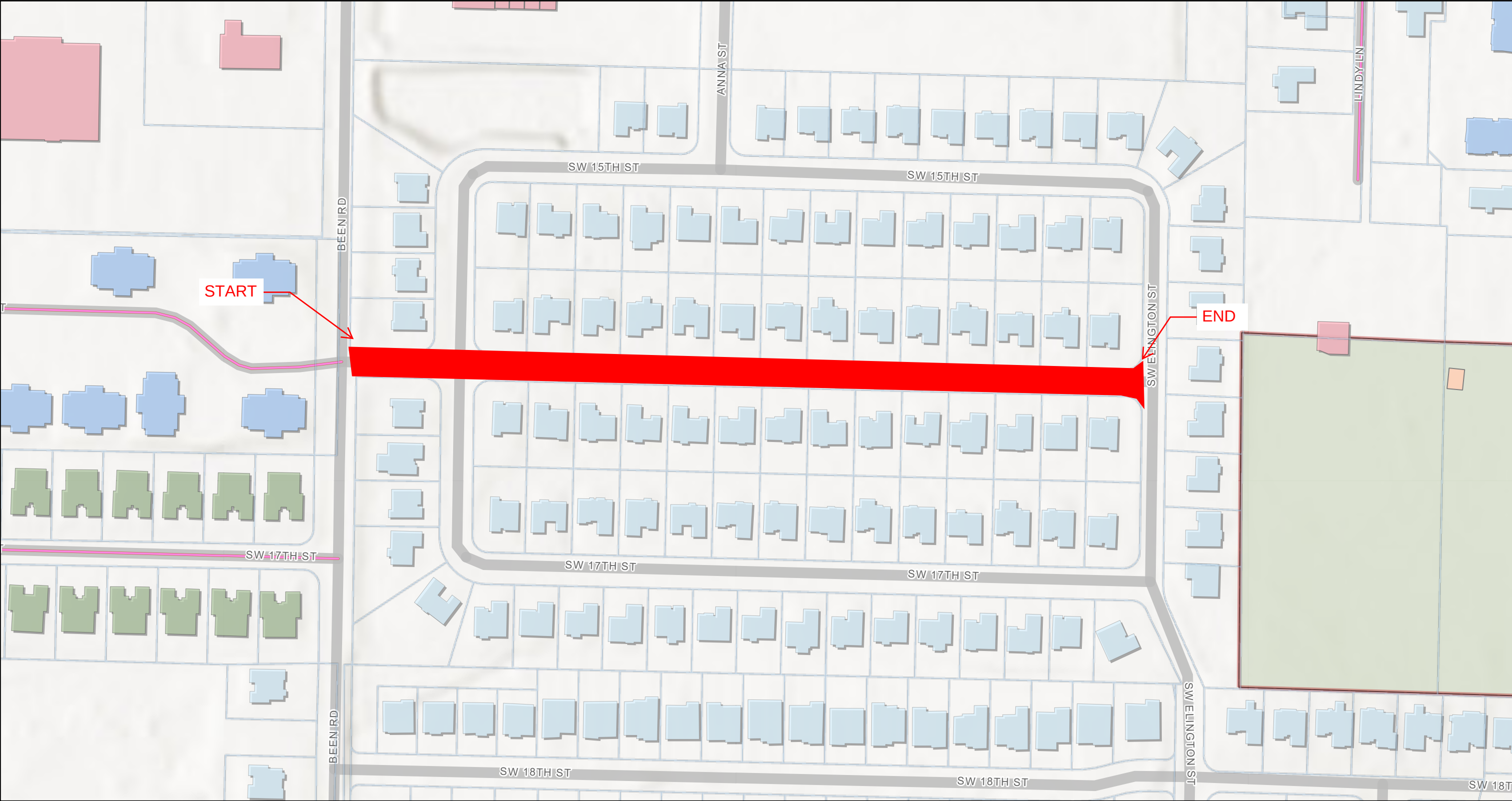
 Tax Parcels

1:1,128



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

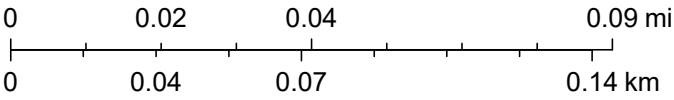
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6/25/2026, 1:25:27 PM

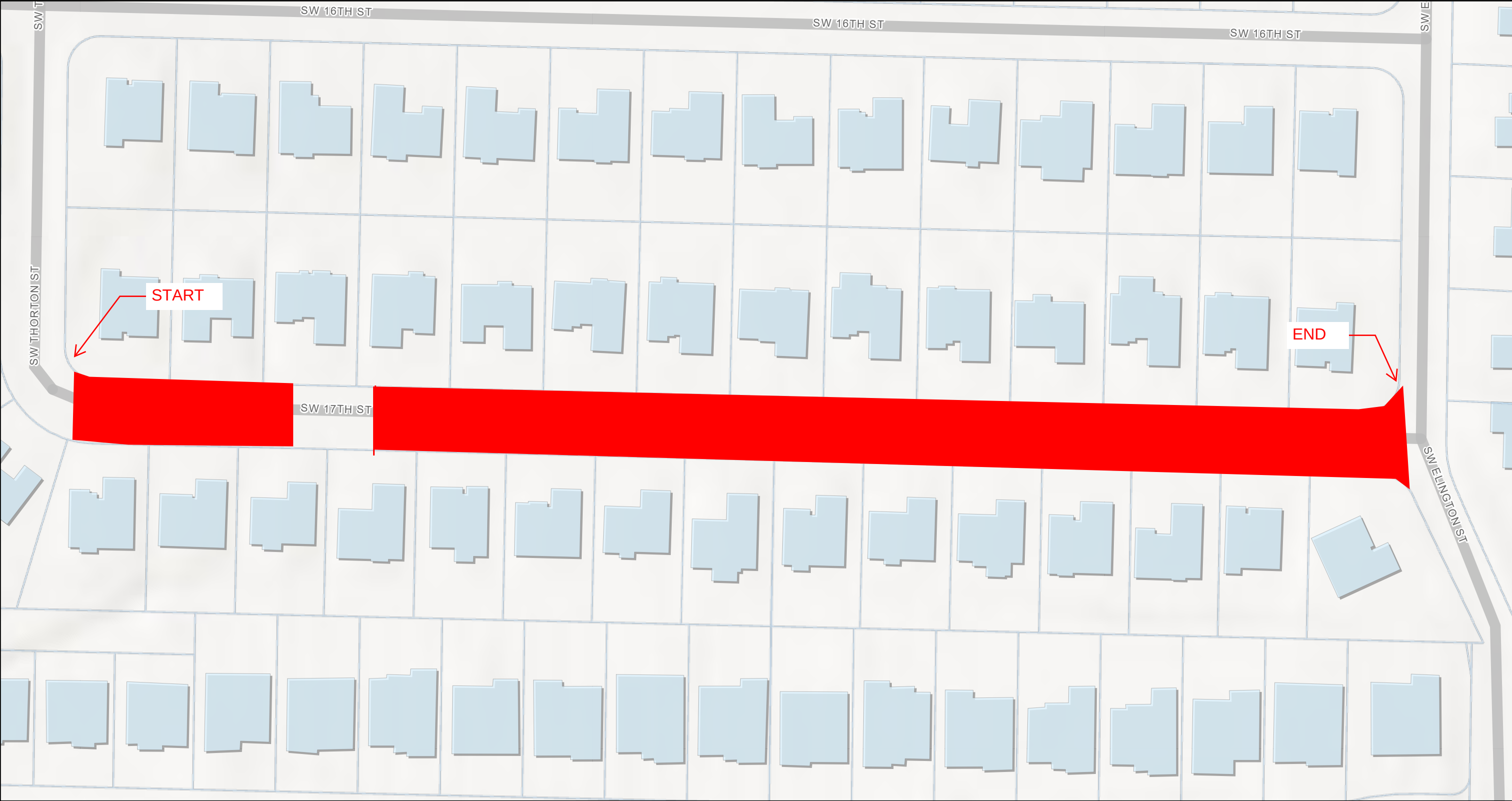
 Tax Parcels

1:2,257



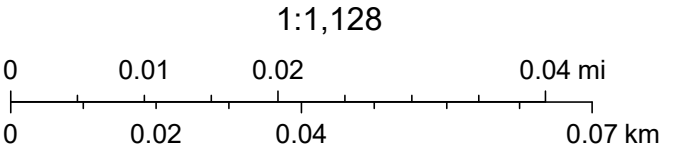
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

SW 17th St



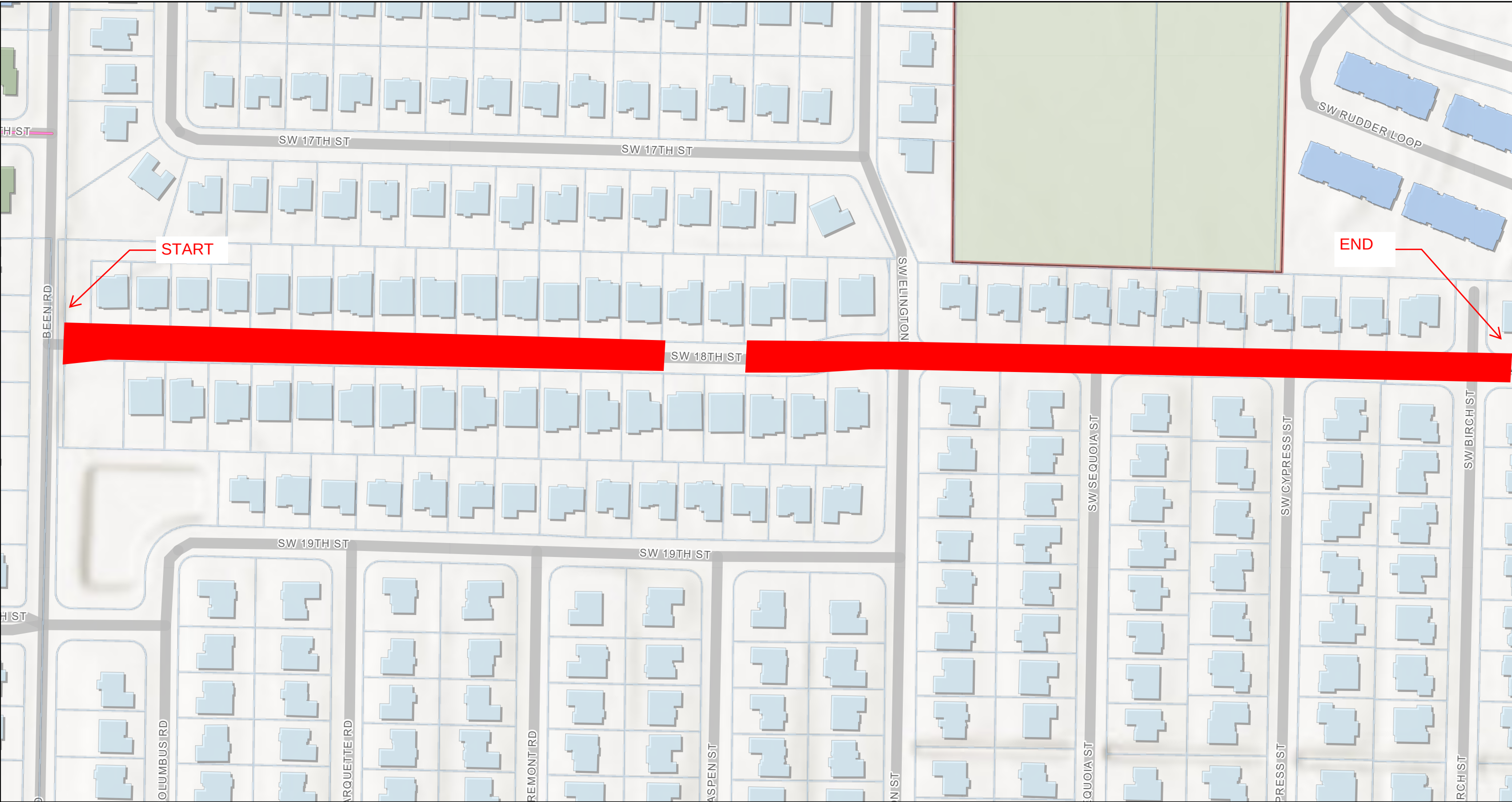
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 Tax Parcels



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

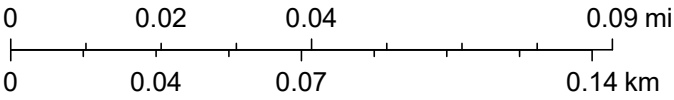
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6/25/2026, 12:46:12 PM

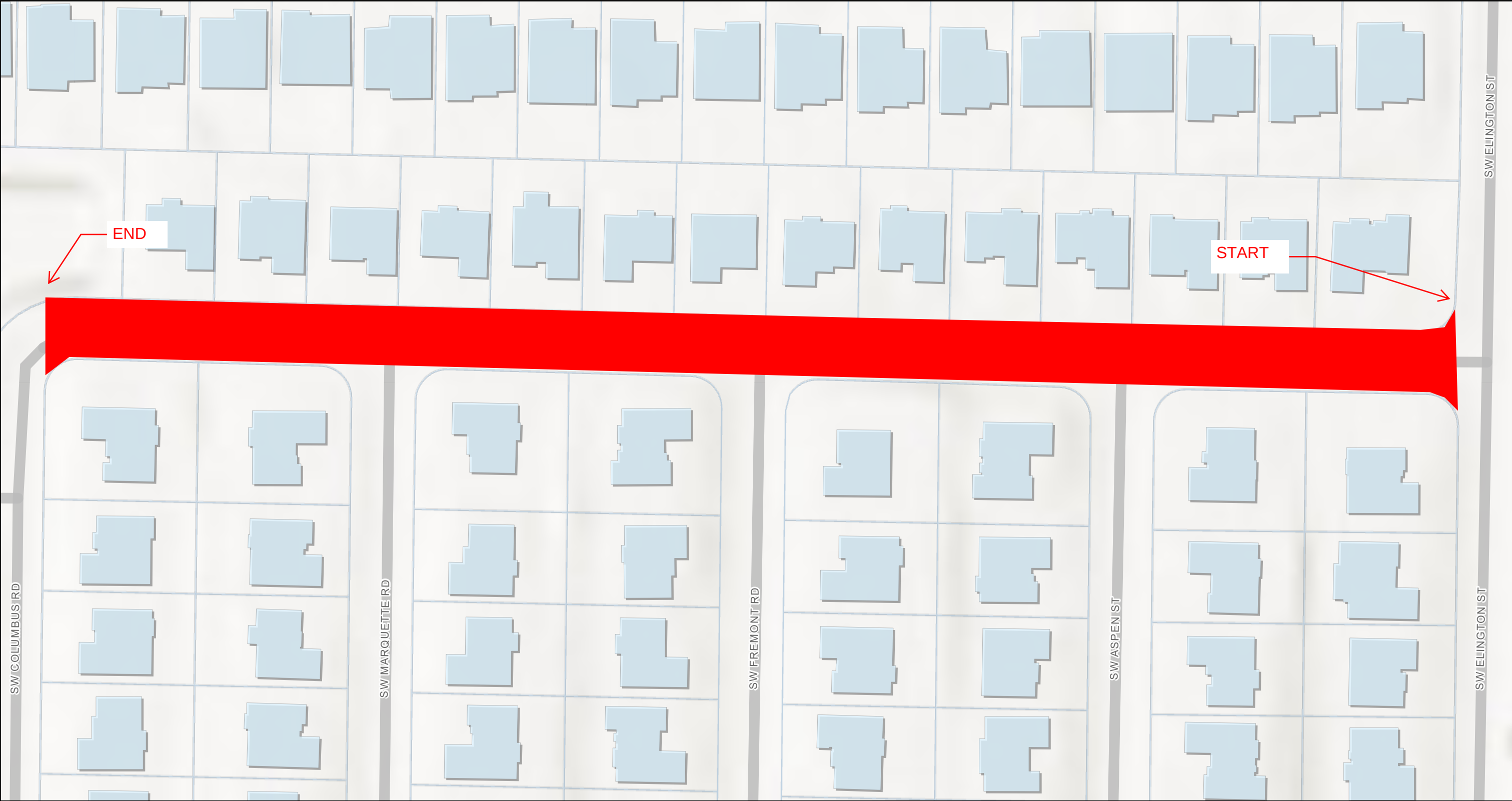
 Tax Parcels

1:2,257



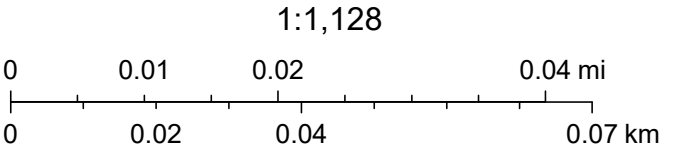
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SW 19th St



6/25/2026, 12:47:09 PM

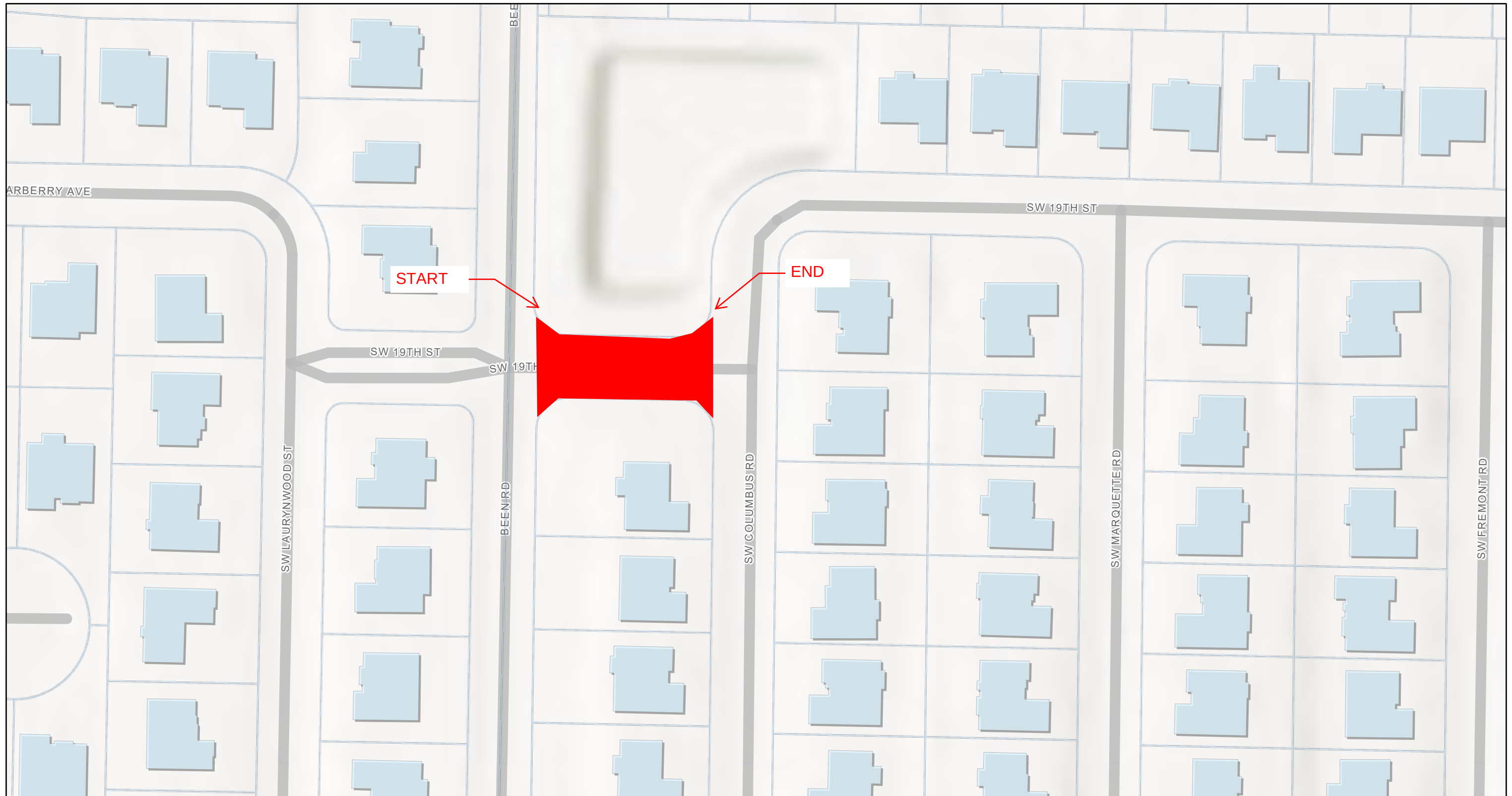
 Tax Parcels



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



## SW 19th St



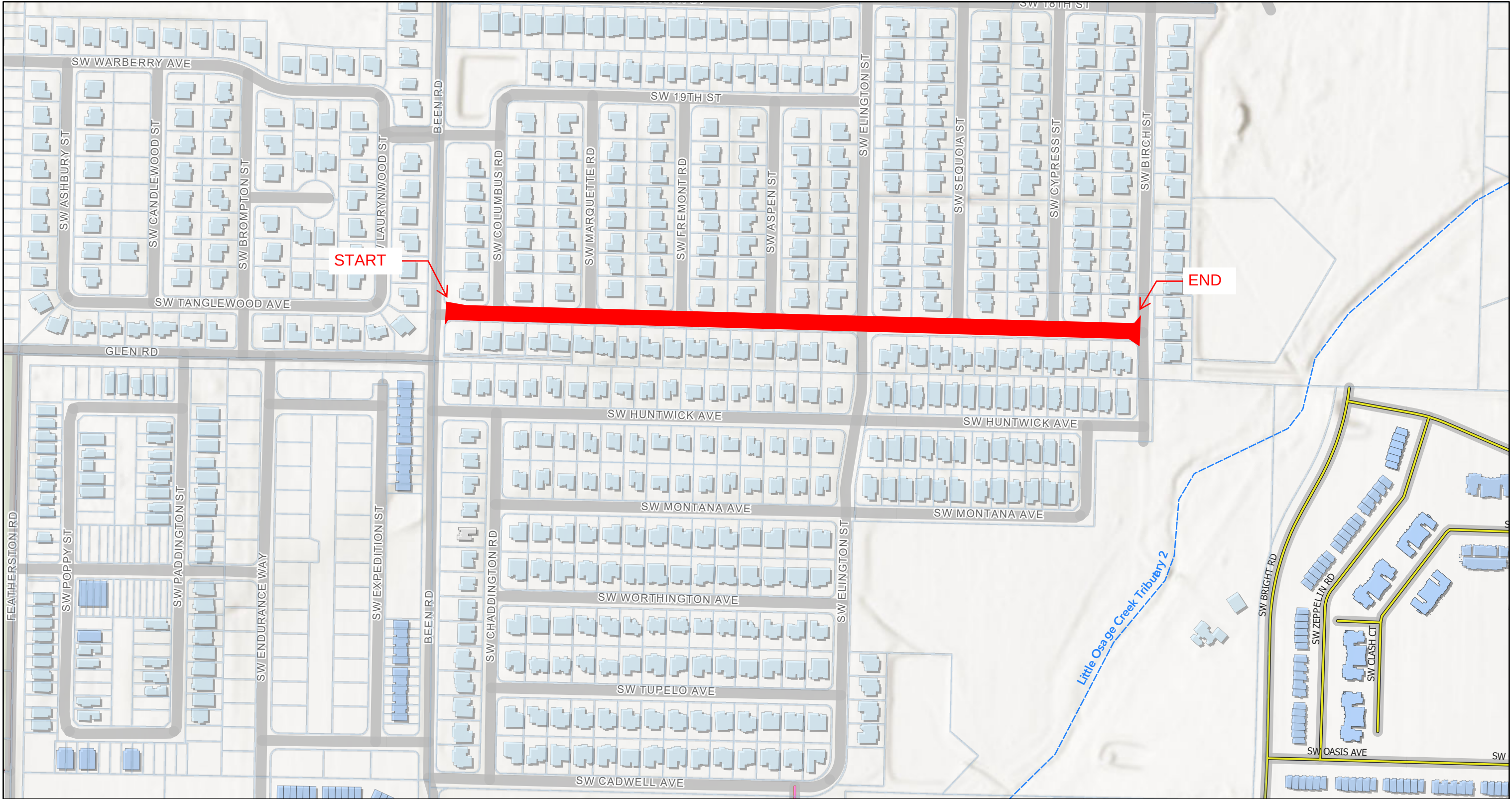
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☐ Tax Parcels

1:1,128

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

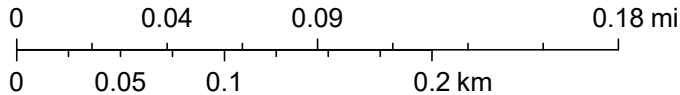
# SW 20th St



6/25/2026, 12:52:03 PM

☐ Tax Parcels

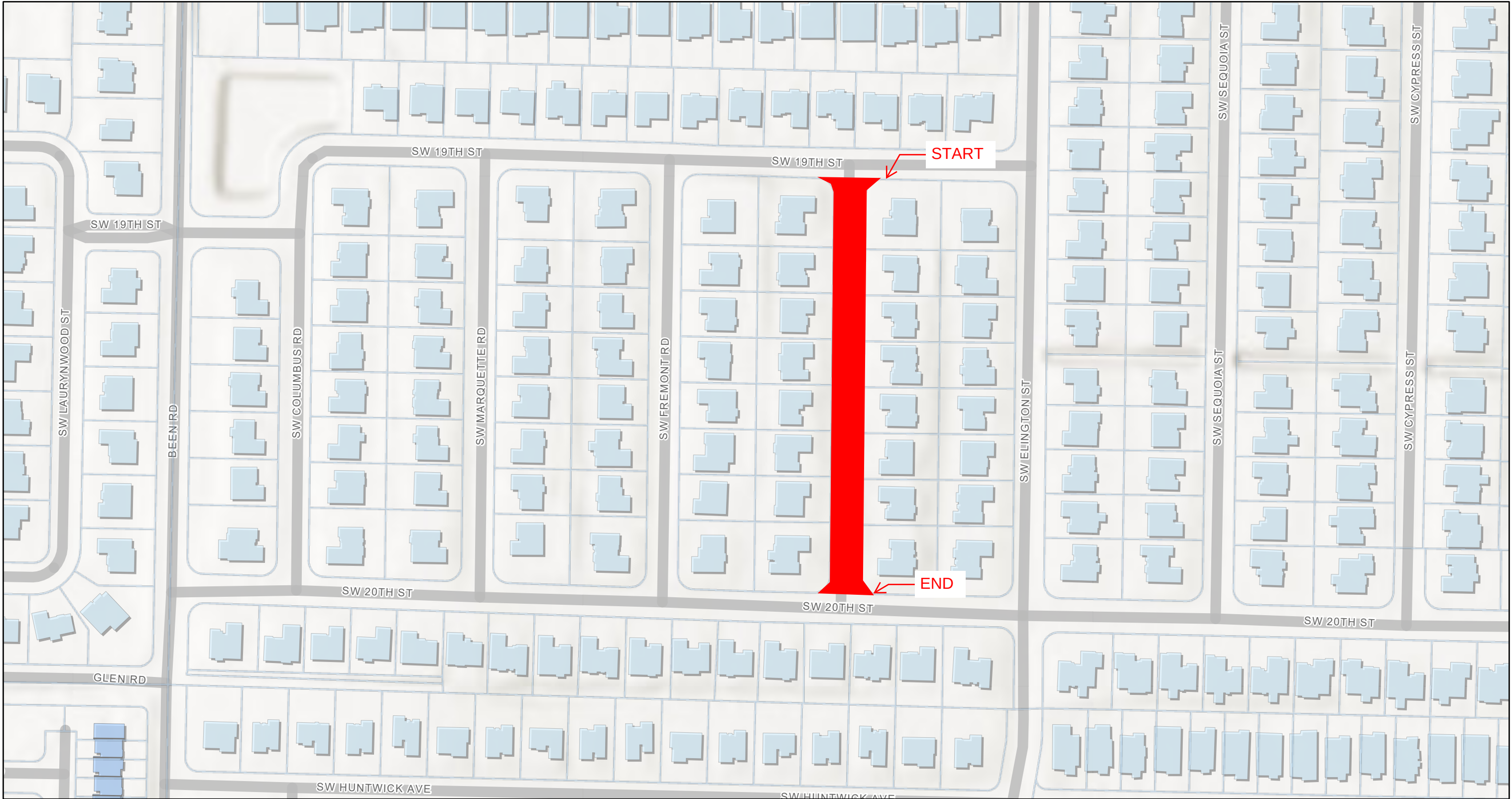
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Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



## SW Aspen St



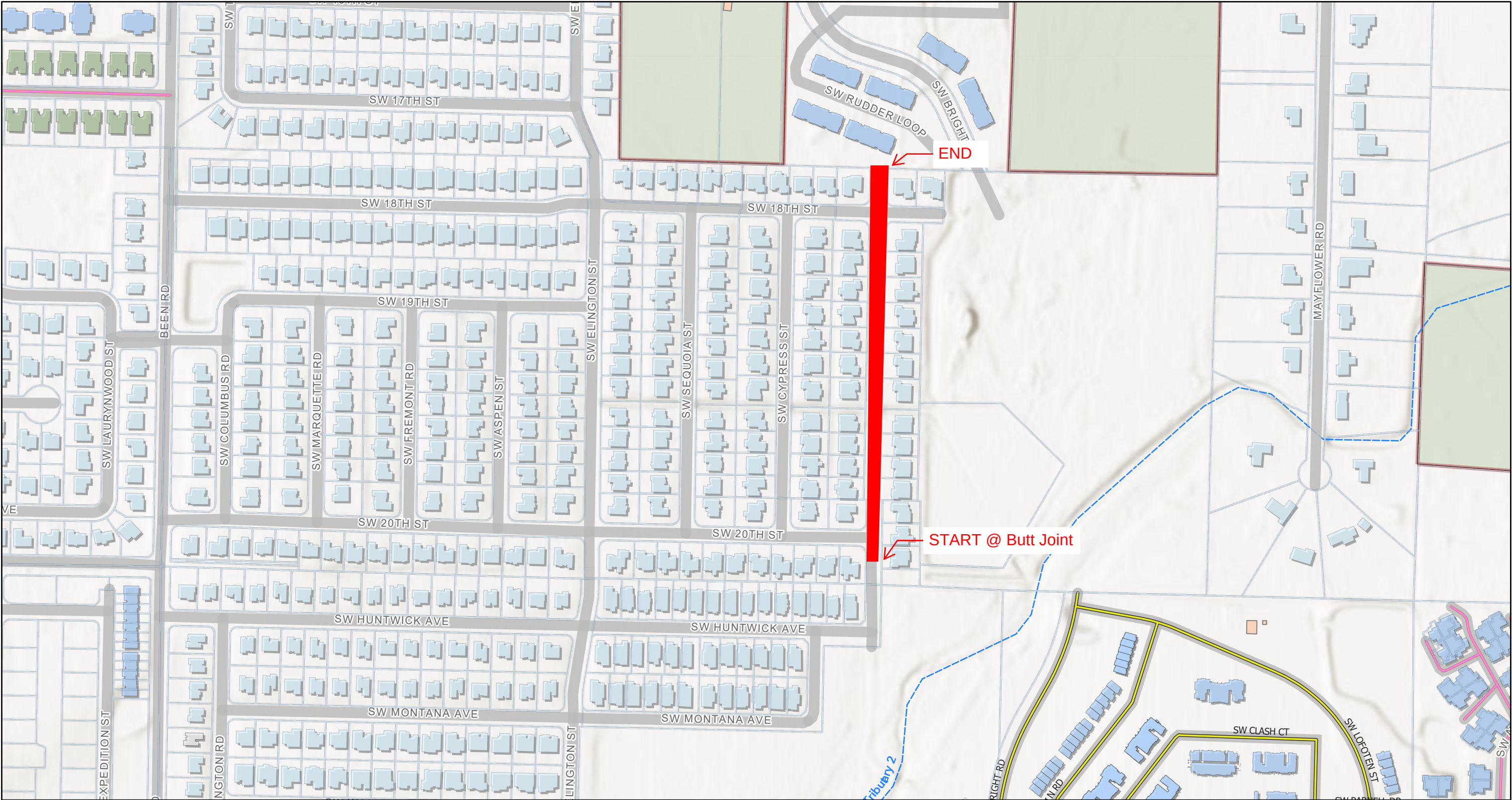
6/25/2026, 12:51:13 PM

## Tax Parcels

1:2,257

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

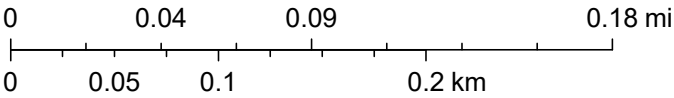
SW Birch St



6/25/2026, 12:55:11 PM

Legend: Tax Parcels

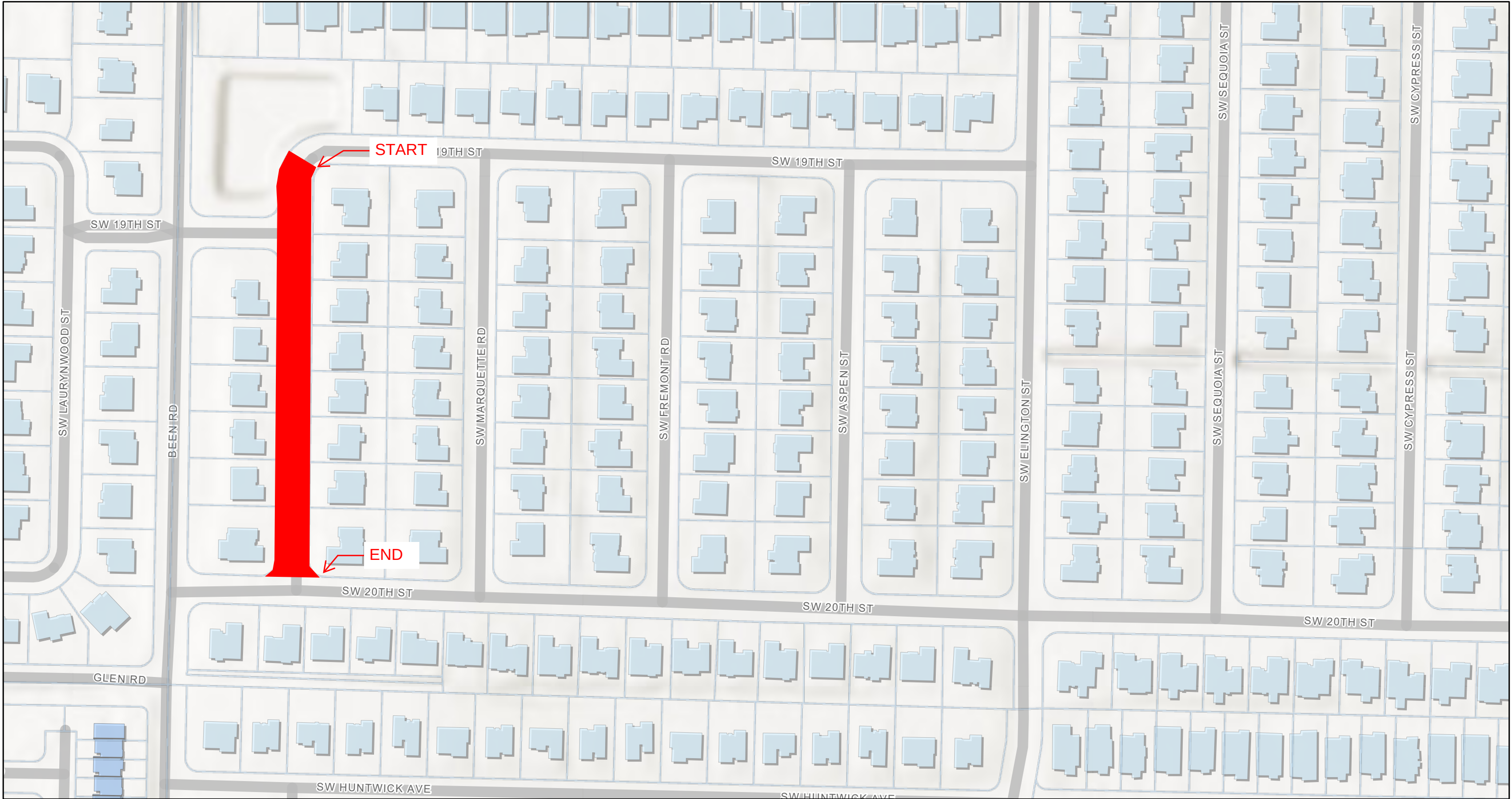
1:4,514



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastysrlsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



# SW Columbus Rd



6/25/2026, 12:49:00 PM

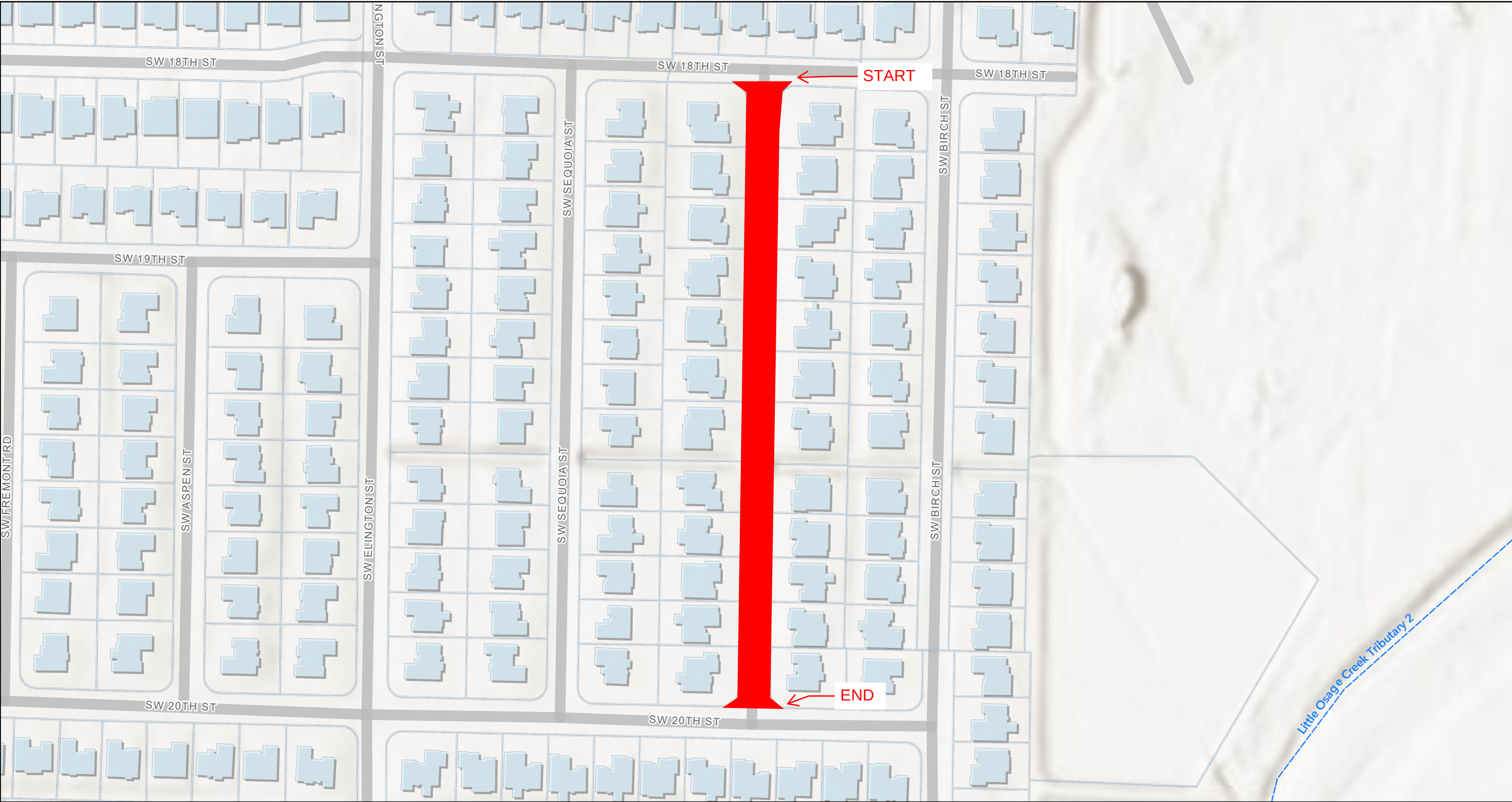
## Tax Parcels

1:2,257

A number line with two scales. The top scale is labeled in miles (mi) with major tick marks at 0, 0.02, 0.04, and 0.09. The bottom scale is labeled in kilometers (km) with major tick marks at 0, 0.04, 0.07, and 0.14. Vertical lines connect corresponding tick marks between the two scales, showing that 0.02 miles is approximately 0.032 kilometers, 0.04 miles is approximately 0.064 kilometers, and 0.09 miles is approximately 0.144 kilometers.

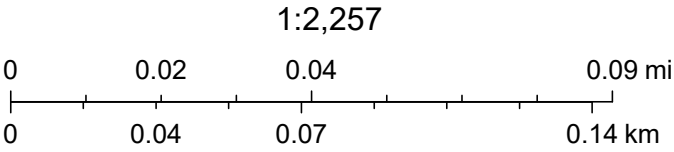
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SW Cypress St



6/25/2026, 12:54:15 PM

 Tax Parcels



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND APPROVING CHANGE ORDER #1 TO THE EXISTING CONTRACT. INNOVATIVE ROADWAY SOLUTIONS LLC WAS THE ONLY COMPETITIVE BIDDER UNDER IFB-26-33 MASTIC SEAL IN THE AMOUNT OF ONE HUNDRED, FORTY THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND FORTY-TWO CENTS (\$140,217.42); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, The Mayor and City Clerk are authorized to waive competitive bidding approving Change Order #1;

**WHEREAS**, Innovative Roadway Solutions LLC was the only competitive bidder under IFB-26-33 Mastic Seal; and

**WHEREAS**, no budget adjustment is needed.

**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 waive competitive bidding approving Change Order #1 to the existing contract. Innovative Roadway Solutions LLC in the increased amount of one hundred forty thousand two hundred seventeen dollars and forty-two cents (\$140,217.42).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the mastic seal needed to reduce project delays;

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;

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; and

Section 5 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval.

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, CITY CLERK**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                              |                           |                |
|------------------------------|------------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 7/14/2026                    | <b>Submitted By:</b>      | Dan Weese      |
| <b>Phone:</b>                | 479-426-2050                 | <b>For Department(s):</b> | Transportation |
| <b>Email:</b>                | dan.weese@bentonville.ar.gov |                           |                |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                                  |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input checked="" type="checkbox"/> Change Order |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause        |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                                  |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Authorizing Meshek Amendment #2 for SW Nutmeg Drainage Improvements                                                                                                                                                                                                                                                                                                                        |
| <b>Action Recommendation &amp; Justification:</b>        | Staff recommends approval of Amendment #2 to Meshek's contract for the SW Nutmeg Drainage Improvements project in the amount of \$78,568.00. Amendment #2 expands the scope of work to include bidding services and additional construction services during the design period, bringing the total contract amount to \$254,623.00. This will use Drainage Bond Funds. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | This amendment will use Drainage Bond Funds.                                                                                                                                                                                                                                                                                                                                                          |
| <b>Amount for Approval:</b>                              | \$ 78,568.00                                                                                                                                                                                                                                                                                                                                                                                          |

#### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



## AMENDMENT TO OWNER-CONSULTANT AGREEMENT

### AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 02

1.01 *Background Data:*

Effective Date of Owner-Consultant Agreement: 01/20/2022

Owner: City of Bentonville

Engineer: Meshek & Associates, LLC

Project: SW Nutmeg Street Drainage Improvements

2.01 *Description of Modifications:*

a. *Consultant shall perform or furnish the following Additional Services:*

1. Construction Services, 2. Force Main Revisions, 3. Potholing & 4. Channel Analysis.

b. *The Scope of Services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, is modified as follows:*

1. Construction Services:

a. Managing the bid process including preparing the bid documents and holding in-person meetings for pre-bid, bid opening and pre-construction. Inspections increased from one visit per week to an assumed 10 hours per week for 23 weeks. The production of Record Drawings after construction is completed. Monthly Pay Application Review during construction.

2. Force Main Revisions:

a. This work was performed from February 5, 2026 to March 17, 2026 due to concerns from the City that the force main could have negative impacts on the Lift Station capacity.

3. Potholing:

a. Potholing of electric and gas utilities was performed on November 3, 2023.

4. Channel Analysis:

a. This work was performed from April 1, 2024 to May 30, 2024 due to concerns from the POA and included additional survey for the outlet of the channel into the pond, hydraulic modeling of channel changes to avoid tree removals, and updating construction plans.

- c. The responsibilities of Owner are modified as follows:  
N/A
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:  
\$78,568.00 (See Attachment A)
- e. The schedule for rendering services is modified as follows:  
The Record Drawings should be completed within 1 month after construction is completed and redlines are received from the contractor.
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:  
Amendment 01

**Agreement Summary:**

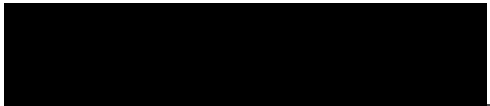
|                                     |                      |
|-------------------------------------|----------------------|
| a. Original Agreement amount:       | \$ <u>166,830.00</u> |
| b. Net change for prior amendments: | \$ <u>9,225.00</u>   |
| c. This amendment amount:           | \$ <u>78,568.00</u>  |
| d. Adjusted Agreement amount:       | \$ <u>254,623.00</u> |

**SIGNATURES:**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 06/19/2026.

---

|                                |                                                                                      |
|--------------------------------|--------------------------------------------------------------------------------------|
| _____                          | Meshek & Associates, LLC                                                             |
| By: _____                      |  |
| Printed Name: _____            | Printed Name: <u>Brandon Claborn, PE, CFM</u>                                        |
| Title: _____                   | Title: <u>Vice President, Environmental</u>                                          |
| Date: _____                    | Date: <u>06/19/2026</u>                                                              |
| Consultant's License No: _____ | Consultant's License No.: <u>1487 (OK)</u>                                           |

## Attachment A

| Amendment 02             |                               |                                                               |                                                               |                                         |             |
|--------------------------|-------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------|-------------|
| Phase                    | Date                          | Scope additions/changes                                       |                                                               | Team                                    | Fee         |
| 1. Construction Services | TBD (Assumed 23 Weeks)        | Managing the Bidding Process                                  |                                                               | Meshek Design                           | \$9,560.00  |
|                          |                               | Inspections                                                   | Increased from once weekly to an assumed 10 hours per week    |                                         | \$38,882.00 |
|                          |                               | Record Drawings                                               |                                                               |                                         | \$7,088.00  |
|                          |                               | Pay Application Review                                        |                                                               |                                         | \$4,026.00  |
| 2. Force Main Revisions  | Feb. 5, 2026 - March 17, 2026 | Sanitary Sewer Force Main revisions and Lift Station Analysis |                                                               | Meshek Design                           | \$3,088.91  |
| 3. Potholing             | Nov. 3, 2023                  | Potholing electric and gas utilities                          | Hydrovac                                                      | Badger Infrastructure Solutions         | \$5,575.09  |
|                          |                               |                                                               | Potholing prep & supervision                                  | Meshek Design                           | \$3,937.50  |
| 4. Channel Analysis      | April 1, 2024 - May 30, 2024  | Addressing POA concerns                                       | Additional Survey for the outlet of the channel into the pond | Caster & Associates Land Surveying Inc. | \$1,260.00  |
|                          |                               |                                                               | Modeling channel changes to avoid tree removals               | Meshek H&H                              | \$2,088.00  |
|                          |                               |                                                               | Updating plans                                                | Meshek Design                           | \$3,062.50  |
| Total =                  |                               |                                                               |                                                               |                                         | \$78,568.00 |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AMENDMENT #2 WITH MESHEK FOR SW NUTMEG DRAINAGE IMPROVEMENTS, IN THE AMOUNT OF SEVENTY-EIGHT THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS (\$78,568.00), TO INCLUDE BIDDING SERVICES AND ADDITIONAL CONSTRUCTION SERVICES DURING THE DESIGN PERIOD; AND FOR OTHER PURPOSES.**

**WHEREAS**, Amendment #2 expands the scope of work to include bidding services and additional construction services during the design period;

**WHEREAS**, this amendment brings the total contract amount to two hundred fifty-four thousand six hundred twenty-three dollars (\$254,623.00), this will be covered by drainage bond funds; and

**WHEREAS**, no budget adjustment is necessary.

**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 amended agreement with Meshek, in the amount of seventy-eight thousand five hundred sixty-eight dollars (\$78,568.00), for additional construction services during the design period and to include bidding services;

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

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, CITY CLERK**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                              |                           |                |
|------------------------------|------------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 7/14/2026                    | <b>Submitted By:</b>      | Dan Weese      |
| <b>Phone:</b>                | 479-426-2050                 | <b>For Department(s):</b> | Transportation |
| <b>Email:</b>                | dan.weese@bentonville.ar.gov |                           |                |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                                  |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input checked="" type="checkbox"/> Change Order |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause        |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                                  |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Authorizing Amendment #1 with Olsson for NW Tiger & G Street Improvements                                                                                                                                                                                                                                                                                                                         |
| <b>Action Recommendation &amp; Justification:</b>        | Staff recommends approval of Amendment #1 to Olsson's professional services agreement for the NW Tiger & G Street Improvements project in an amount not to exceed \$25,000. This amendment adds bidding and award phase services for the 2026 bid effort, bringing the project through the contractor bidding and selection process. This will be covered by drainage bonds. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | This amendment is budgeted in the 2026 General Fund for the NW Tiger & G Street Improvements project under the Drainage Project account (101630-47390). This will be covered by the drainage bond.                                                                                                                                                                                                           |
| <b>Amount for Approval:</b>                              | \$ 25,000.00                                                                                                                                                                                                                                                                                                                                                                                                 |

#### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



## **CONTRACT AMENDMENT #1 NW Tiger & G Street (MUNIS# 21EN0010)**

Date: June 25, 2026

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated July 21, 2021 between City of Bentonville, Arkansas ("CITY") and Olsson, Inc. ("ENGINEER") providing for professional services for the following Project (the "Agreement"): NW Tiger & G Street (MUNIS #21EN0010).

### **INTRODUCTION**

The City of Bentonville has requested that Olsson provide full bid-phase services for the current bid effort in 2026 as detailed in the following Scope of Services.

### **SCOPE OF SERVICES**

CITY and ENGINEER hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

#### **Bidding and Award Phase Services (2026)**

**Bidding and Award Phase Services** – The ENGINEER will assist the CITY during the bidding and CONTRACTOR selection process including:

- Prepare and package the final bid documents, including Plans and Specifications prepared under the original Agreement, and prepare/incorporate Procurement and Contracting Requirements (including EJCDC standard and city-modified "front-end" documents) in the Specifications. ENGINEER will modify city-provided documents as appropriate to input project-specific information.
- Coordinate Advertisement for Bids, including preparation of advertisement and transmittal to newspaper. Cost for advertisement will be a reimbursable expense.
- In addition to coordination of the advertisement, send the Advertisement for Bids to contractors for which Olsson is familiar with from past similar projects.
- Conduct Non-Mandatory Pre-Bid Conference at Olsson's Fayetteville office, including preparation of agenda, presiding at meeting, and preparation of meeting minutes. Meeting minutes will be provided in the first addendum.
- Prepare and utilize Smartsheet dashboard for coordination with bidders. The Smartsheet dashboard will be used for registration of bidders for tracking purposes, and the dashboard will serve as an access point for dissemination of bid documents and addenda, as well as any other appropriate information.
- Receive and respond appropriately to questions from bidders.
- Prepare addenda, including but not limited to answers to questions from bidders.



- Conduct Bid Opening at Olsson's Fayetteville office, including presiding at meeting, opening and reading bids aloud, and making appropriate announcements.
- Review submitted bids for completeness and responsiveness.
- Prepare bid tabulation and evaluate bids.
- Provide recommendation of award to CITY within three business days.

## **DELIVERABLES:**

- Bid-ready contract documents, including but not limited to EJCDC standard and city-modified Procurement and Contracting Requirements ("Front-End" Documents.) See Attachment A for a list of documents.
- Addenda
- Bid tabulation
- Recommendation of Award Letter
- Notice of Award

## **EXCLUSIONS**

- Any services not specifically detailed in the scope

## **COMPENSATION**

### **Time and Materials Not to Exceed**

CITY shall pay to ENGINEER for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. ENGINEER 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 **\$25,000**. This includes approximately \$700.00 for reimbursable expenses.

## TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy 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. ("ENGINEER")

By \_\_\_\_\_  
Lee Beshoner, PE, CFM (Group Leader)

By \_\_\_\_\_  
Brad B. Hammond, PE (Vice President)

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

### CITY OF BENTONVILLE, ARKANSAS

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

## Attachment A

### List of Typical Bid Documents

#### Procurement and Contracting Requirements (Front-End Documents)

| EJCDC<br>Standard<br>Number | Document                               |
|-----------------------------|----------------------------------------|
|                             | Project Title Page                     |
|                             | Seals and Signatures                   |
|                             | Advertisement for Bid                  |
| C200                        | Instructions to Bidders                |
| C410                        | Bid Form                               |
|                             | Non-Collusion Affidavit                |
| C435                        | Bid Bond (Damages Form)                |
| C451                        | Qualifications Statement               |
| C510                        | Notice of Award Form                   |
| C520                        | Agreement between Owner and Contractor |
| C550                        | Notice to Proceed                      |
| C610                        | Performance Bond                       |
| C612                        | Warranty Bond                          |
| C615                        | Payment Bond                           |
| C620                        | Application for Payment                |
| C625                        | Certificate of Substantial Completion  |
| C626                        | Notice of Acceptability                |
| C700                        | General Conditions                     |
| C800                        | Supplementary Conditions               |

#### Technical Specifications Reference

##### Special Provisions

- Contingency Allowance
- Testing Services
- Others as Appropriate

#### Plans (Separate Document)



## 2026 Olsson Billing Rate Schedule

| <u>Description</u>      | <u>Range</u>         |
|-------------------------|----------------------|
| Principal               | \$156.00 - \$486.00  |
| Project Manager         | \$136.00 - \$294.00  |
| Project Professional    | \$101.00 - \$258.00  |
| Assistant Professional  | \$76.00 - \$187.00   |
| Designer                | \$109.00 - \$238.00  |
| CAD Operator            | \$66.00 - \$232.00   |
| Survey                  | \$61.00 - \$230.00 * |
| Construction Services   | \$56.00 - \$305.00 * |
| Administrative/Clerical | \$51.00 - \$266.00   |

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



## 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:

| <b><u>Classification</u></b>                                                                            | <b><u>Cost</u></b> |
|---------------------------------------------------------------------------------------------------------|--------------------|
| Automobiles (Personal Vehicle)                                                                          | \$0.725/mile*      |
| Suburban's and Pick-Ups                                                                                 | \$0.75/mile*       |
| Automobiles (Olsson Vehicle)                                                                            | \$95.00/day        |
| Automobile (Olsson EV)                                                                                  | \$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<br>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).

\*\*Rates consistent with the U.S. General Services Administration (GSA) Per Diem for Reimbursable Lodging, Meals and Incidental Costs (Subject to Change).

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AMENDMENT #1 WITH OLSSON FOR NW TIGER & G STREET IMPROVEMENTS, IN THE AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), THIS AMENDMENT ADDS BIDDING AND AWARD PHASE SERVICES FOR THE 2026 BID EFFORT; AND FOR OTHER PURPOSES.**

**WHEREAS**, Amendment #1 adds bidding and award phase services for the 2026 bid effort;

**WHEREAS**, this amendment will not exceed Twenty-five thousand dollars (\$25,000.00), this will be covered by drainage bond funds; and

**WHEREAS**, no budget adjustment is necessary.

**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 amended agreement #1 with Olsson, not exceed Twenty-five thousand dollars (\$25,000.00);

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

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, 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 \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, CITY CLERK**





### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                             |                           |                                 |
|------------------------------|-----------------------------|---------------------------|---------------------------------|
| <b>Council Meeting Date:</b> | 7/14/2026                   | <b>Submitted By:</b>      | Patrick Johndrow/Bonnie Bridges |
| <b>Phone:</b>                | 479-271-6781                | <b>For Department(s):</b> | Finance/Legal                   |
| <b>Email:</b>                | pjohndrow@bentonvillear.com |                           |                                 |

#### Item Type (Check all that apply)

|                                            |                                                |                                                             |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Authorizing a Truck Purchase Amendment                                                                                                                                                                                                                                                                                                                                                                |
| <b>Action Recommendation &amp; Justification:</b>        | A Resolution authorizing the reassignment of IFB-24-25, for the purchase of a service truck in the amount of \$139,574.00, to Olathe Ford Sales Inc. from Grand Truck Equipment, LLC. No budget adjustment is needed.                                                                                                                                                                                            |
| <b>Additional Comments for Consideration (Optional):</b> | IFB-24-25 was awarded to Grand Truck Equipment Company, LLC on December 10, 2024. Since the award, the vendor has notified the City that invoices for this purchase will be issued by a separate entity. This request does not change the bid pricing or any other terms and conditions of the original award. This action is solely an administrative authorization to allow payment to the appropriate vendor. |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                                                                                                                                                                                                                                                                                                                             |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO REASSIGN IFB-24-25, FROM GRAND TRUCK EQUIPMENT, LLC TO OLATHE FORD SALES, INC., IN THE AWARDED BID AMOUNT OF ONE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED SEVENTY-FOUR DOLLARS (\$139,574.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, IFB-24-25 was awarded to Grand Truck Equipment Company, LLC on December 10, 2024; however, the vendor has notified the City that invoices for this purchase will be issued by a separate entity;

**WHEREAS**, this request does not change the bid pricing or any other terms and conditions of the original award, this action is solely an administrative authorization to allow payment to the appropriate vendor; and

**WHEREAS**, no budget adjustment is needed.

**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 reassign IFB-24- 25 for the purchase of a service truck, in the amount of one hundred thirty-nine thousand five hundred seventy-four dollars (\$139,574.00), to Olathe Ford Sales Inc. from Grand Truck Equipment, LLC;

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 \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, CITY CLERK**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                             |                           |                                 |
|------------------------------|-----------------------------|---------------------------|---------------------------------|
| <b>Council Meeting Date:</b> | 7/14/2026                   | <b>Submitted By:</b>      | Patrick Johndrow/Bonnie Bridges |
| <b>Phone:</b>                | 479-271-6781                | <b>For Department(s):</b> | Finance/Legal                   |
| <b>Email:</b>                | pjohndrow@bentonvillear.com |                           |                                 |

#### Item Type (Check all that apply)

|                                            |                                                       |                                                             |                                           |
|--------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award                    | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Authorizing an Increase to the IDIQ Contract with Milestone and a Budget Adjustment                                                                                                                                                                                                                                                                       |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution authorizing an increase in the Milestone IDIQ contract for Sidewalks and Other Concrete Work in the amount of \$550,000.00. A budget adjustment is needed.                                                                                                                                                                                                |
| <b>Additional Comments for Consideration (Optional):</b> | This contract was awarded by IFB 24-26 on August 13, 2024. This will increase the 2025-2026 contract to \$2,050,000 from \$1,500,000.00. Items funded by this increase include Parks sidewalk projects and Street infrastructure repairs. A budget adjustment is needed in the amount of \$143,904.17 for Street repairs and will be funded by Street Fund reserves. |
| <b>Amount for Approval:</b>                              | \$ 550,000.00                                                                                                                                                                                                                                                                                                                                                        |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: Parks projects are budgeted

#### Budget Adjustment (to be completed by Finance when applicable)

|                             |                              |               |         |
|-----------------------------|------------------------------|---------------|---------|
| 203810-44460                | Street Repairs & Maintenance | \$ 143,904.17 | \$      |
| Account Number (ORG-OBJECT) | Account Description          | Expense       | Revenue |
|                             |                              | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description          | Expense       | Revenue |
|                             |                              | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description          | Expense       | Revenue |
|                             |                              | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description          | Expense       | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☒ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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# CITY OF BENTONVILLE, ARKANSAS

Purchasing and Compliance Department – 1000 SW 14<sup>th</sup> Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

## AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated July 14, 2026 is made by the City of Bentonville, Arkansas (“City”) and Milestone Construction Company, LLC. (“Contractor”), parties to the Invitation for Bid (IFB)-24-26 with City of Bentonville Transportation Department, for Indefinite Delivery-Indefinite Quantity (IDIQ) Sidewalk and Other Concrete Work, dated August 21, 2024 (the “Agreement”).

1. In accordance with Section 3 (Contract Term), the Agreement may be renewed upon mutual written agreement via amendment.
2. The Agreement is amended as follows:
3. The Parties have mutually agreed to renew the Agreement for a one (1) annual term, as follows:
  - a. One (1) year, beginning on August 21, 2026, and ending on August 21, 2027.
4. The estimated total payments due under this and all future renewal term(s) shall not exceed City Council approved fiscal year departmental budget per year.
5. This amendment shall be effective immediately when fully executed.
6. 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:** \_\_\_\_\_  
**Stephanie Orman, Mayor**

**DATE:** \_\_\_\_\_

**Company Name: MILESTONE CONSTRUCTION COMPANY, LLC**

**BY:** \_\_\_\_\_

**Name(printed):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AN INCREASE OF IFB-24-26 of THE MILESTONE IDIQ CONTRACT FOR SIDEWALKS AND OTHER CONCRETE WORK, IN THE AMOUNT OF FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, this IDIQ contract has been used by several different departments causing a need for the increase so as not to disrupt city project completion;

**WHEREAS**, this will increase the 2025-2026 contract to a total amount of two million fifty thousand dollars (\$2,050,000.00); and

**WHEREAS**, a portion of the increase is funded through Street Fund Reserves necessitating a budget adjustment.

**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 increase IFB-24- 26, with Milestone for sidewalks and other concrete work, by an amount of five hundred fifty thousand dollars (\$550,000.00);

Section 2: The 2026 budget is hereby adjusted to appropriate one hundred forty-three thousand nine hundred four dollars and seventeen cents (\$143,904.17) from Street Fund Reserves into Account #203810-44460 – Street Repairs & Maintenance;

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 \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, CITY CLERK**



## City of Bentonville, Arkansas Agenda Item Form

### Item Details

|                              |                           |                           |                      |
|------------------------------|---------------------------|---------------------------|----------------------|
| <b>Council Meeting Date:</b> | 7/14/2026                 | <b>Submitted By:</b>      | Josh Stacey          |
| <b>Phone:</b>                | 479.418.8653              | <b>For Department(s):</b> | Parks and Recreation |
| <b>Email:</b>                | jstacey@bentonvillear.com |                           |                      |

### Item Type (Check all that apply)

|                                            |                                                       |                                                             |                                           |
|--------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input checked="" type="checkbox"/> Bid Award         | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational                      | <input type="checkbox"/> Appointment      |

### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Award Bid to Sandridge Construction of Phase 2 of McCollum Sidepath Project                                                                                                                                                                        |
| <b>Action Recommendation &amp; Justification:</b>        | A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Sandridge Construction, in the amount of \$741,058.00, for construction of Phase 2 of the McCollum Sidepath project. A budget adjustment is needed to allocate budgeted funds. |
| <b>Additional Comments for Consideration (Optional):</b> | This is a budgeted item. However, a budget adjustment is needed to recognize ARDOT grant funds and Fee-in-Lieu funds. Sandridge Construction submitted the lowest qualified bid.                                                                                 |
| <b>Amount for Approval:</b>                              | \$ 741,058.00                                                                                                                                                                                                                                                    |

### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

### Budget Adjustment (to be completed by Finance when applicable)

|                             |                             |               |               |
|-----------------------------|-----------------------------|---------------|---------------|
| 105030-33110                | Federal Direct Grant        | \$            | \$ 592,846.40 |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue       |
| 105030-37520                | Miscellaneous Income        | \$            | \$ 96,059.25  |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue       |
| 105030-47390                | Improv Other than Bldg/Proj | \$ 688,905.65 | \$            |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue       |
|                             |                             | \$            | \$            |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue       |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):



# Memo



To: City Council Members and Mayor Orman  
From: Josh Stacey, Parks and Recreation Deputy Director  
CC: David Wright, Parks and Recreation Director  
Date: June 30, 2026  
Re: Bid Award for Construction of Phase 2 of the McCollum Sidepath.

---

Parks and Recreation staff request City Council approval of a bid award authorizing the Mayor and City Clerk to enter into an agreement with Sandridge Construction in the amount of \$741,058 for construction of Phase 2 of the McCollum Drive Sidepath.

Phase 2 will begin at the terminus of Phase 1 near Garden Trail and continue along McCollum Drive, ending just north of the northernmost entrance to Grace Point Church. The future Tiger Boulevard overpass project will extend the sidepath connection from this location to Tiger Boulevard once that project is completed.

ARDOT has awarded the City two Transportation Alternatives Program grants for this project, totaling up to \$1,000,000 and requiring an 80/20 match. A budget adjustment is needed to recognize the grant funding. The City's required 20% match will be funded from two sources: \$96,059.25 from fee-in-lieu funds paid by the Church of Jesus Christ of Latter-day Saints, and \$52,152.35 from the Parks Capital account. The Parks Capital contribution is included as a 2026 budgeted item.

If you have any questions, regarding this item, please contact me at 418.8653, or email [jstacey@bentonville.ar.gov](mailto:jstacey@bentonville.ar.gov).

*Attachments:*

*Bid Award*

*Bid Tabulation*

*ARDOT Concurrence Letter*



June 26, 2026

The Honorable Stephanie Orman  
Mayor of Bentonville  
305 SW A St.  
Bentonville, AR 72712

Re: Job 090770  
F.A.P. TAPU-TAPLC-9036(32)  
Bentonville McCollum Rd.  
Sidepath Ph. 2 (S)  
Benton County

Mayor Orman:

We have received your request for concurrence in award, the bid tabulations, and the \$7,411.00 deposit for Department administration costs for the referenced project. The Department concurs in the award of the project in the amount of \$741,058.00 to the low bidder, Sandridge Construction LLC of Bella Vista, Arkansas, based on a review of the bid tabulations and the City's certification that the project was advertised, and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations. The maximum approved Federal-aid amount for this project is \$922,959.28

Once the contract is executed, you may issue a work order to begin construction. The Report of Daily Work Performed (Form LPA-015) must be submitted with each Construction Certification and Reimbursement Request (Form LPA-014) and the Final Acceptance Report (Form LPA-016) must be submitted at the completion of the project. All Forms referenced are available in digital format at [www.ardot.gov/LPA](http://www.ardot.gov/LPA). These forms must be submitted to David Bushey, the Department's Resident Engineer in Bentonville, who can be contacted at (479) 273-7634. Also, David must be invited to attend the pre-construction conference for this project. You must submit all change orders to the contract to David for review and approval for program eligibility.

  
For Keli Wylie, P.E.  
Assistant Chief Engineer  
Program Delivery

c: Chief Engineer – Operations  
Chief Engineer – Preconstruction  
Assistant Chief Engineer – Construction  
Construction  
Local Programs  
Program Management  
District Nine  
Resident Engineer #94  
Tim Conklin, Executive Director, NWARPC  
Job 090770 'C' File

## NOTICE OF AWARD

Date of Issuance:

Owner: **City of Bentonville**

Owner's Project No.: **TIP24-0002**

Engineer: **CEI**

Engineer's Project No.: **33832.0**

Project: **McCollum Sidepath Phase II**

Contract Name: **McCollum Sidepath Phase II**

Bidder: **Sandridge Construction**

Bidder's Address:

You are notified that Owner has accepted your Bid dated May 27, 2026, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of approximately 2,010 linear feet of 10-foot-wide concrete sidepath along McCollum Drive in Bentonville, Arkansas, extending from the existing McCollum Phase I sidepath near Garden Trail to the Tiger Boulevard overpass project limits east of Grace Point Church. Work includes drainage improvements, trail construction, and all associated appurtenances and incidental work as specified in the Contract Documents for IFB-26-05.

The Contract Price of the awarded Contract is **\$741,058.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Bentonville, 305 SW A St, Bentonville, AR 72712  
By (*signature*): \_\_\_\_\_  
Name (*printed*): Stephanie Orman  
Title: Mayor  
Copy: Engineer

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between City of Bentonville ("Owner") and Sandridge Construction ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The construction of approximately 2,010 linear feet of 10-footwide concrete trail in Bentonville, Arkansas. A significant portion of the trail lies on top of the existing drainage ditch and drainage structures will be required to be constructed, along with other improvements as specified in the project plans.

## **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Construction of approximately 2,010 linear feet of 10-foot-wide concrete sidepath along McCollum Drive in Bentonville, Arkansas, extending from the existing McCollum Phase I sidepath near Garden Trail to the Tiger Boulevard overpass project limits east of Grace Point Church. Work includes drainage improvements, trail construction, and all associated appurtenances and incidental work as specified in the Contract Documents for IFB-26-05.

## **ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained CEI ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

## **ARTICLE 4—CONTRACT TIMES**

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.03 *Contract Times: Days*

A. The Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the

General Conditions within 180 calendar days after the date when the Contract Times commence to run.

#### 4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

| Unit Price Work |                                                             |      |                    |             |                |
|-----------------|-------------------------------------------------------------|------|--------------------|-------------|----------------|
| Item No.        | Description                                                 | Unit | Estimated Quantity | Unit Price  | Extended Price |
| 1               | Mobilization, Staking, Bonding, Traffic Control & Insurance | LS   | 1                  | \$36,825.77 | \$36,825.77    |
| 2               | Clearing & Grubbing                                         | LS   | 1                  | \$6,000.00  | \$6,000.00     |
| 3               | Removal and Disposal of Concrete Pavement                   | SY   | 118                | \$25.00     | \$2,950.00     |
| 4               | Removal and Disposal of Asphalt                             | SY   | 262                | \$20.00     | \$5,240.00     |

| Unit Price Work |                                                           |      |                    |            |                |
|-----------------|-----------------------------------------------------------|------|--------------------|------------|----------------|
| Item No.        | Description                                               | Unit | Estimated Quantity | Unit Price | Extended Price |
| 5               | Removal and Disposal Curb and Gutter                      | LF   | 196                | \$7.00     | \$1,372.00     |
| 6               | Removal and Disposal Corrugated Metal Pipe                | LF   | 79                 | \$15.00    | \$1,185.00     |
| 7               | Removal and Disposal of 24" RCP                           | LF   | 59                 | \$18.00    | \$1,062.00     |
| 8               | Removal and Disposal of 24" FES                           | EA   | 4                  | \$200.00   | \$800.00       |
| 9               | Removal and Disposal of 18" RCP                           | LF   | 48                 | \$18.00    | \$864.00       |
| 10              | Removal and Disposal of 18" FES                           | EA   | 2                  | \$200.00   | \$400.00       |
| 11              | Relocate Stop Sign                                        | EA   | 2                  | \$150.00   | \$300.00       |
| 12              | Relocate Witness Post                                     | EA   | 1                  | \$100.00   | \$100.00       |
| 13              | General Cut                                               | CY   | 1570               | \$12.50    | \$19,625.00    |
| 14              | General Fill                                              | CY   | 785                | \$20.00    | \$15,700.00    |
| 15              | Add Undercut & Select Backfill (as directed by Geotech)   | CY   | 2100               | \$35.00    | \$73,500.00    |
| 16              | Erosion Control Maintenance                               | LS   | 1                  | \$1,500.00 | \$1,500.00     |
| 17              | Construction Entrance                                     | EA   | 1                  | \$3,500.00 | \$3,500.00     |
| 18              | Concrete Washout                                          | EA   | 1                  | \$1,500.00 | \$1,500.00     |
| 19              | Straw Wattle                                              | LF   | 1664               | \$3.00     | \$4,992.00     |
| 20              | SWP-CI 'Big Red'                                          | LF   | 62                 | \$30.00    | \$1,860.00     |
| 21              | Silt Fence Inlet Protection                               | LF   | 36                 | \$4.00     | \$144.00       |
| 22              | C-600 Coir Erosion Control Matting                        | SY   | 2                  | \$1,000.00 | \$2,000.00     |
| 23              | Rock Check Dam                                            | EA   | 1                  | \$3,000.00 | \$3,000.00     |
| 24              | Tree Preservation Fencing                                 | LF   | 20                 | \$10.00    | \$200.00       |
| 25              | Asphalt Paving/Patching (includes base and subgrade prep) | SY   | 133                | \$150.00   | \$19,950.00    |
| 26              | Concrete Driveway Paving                                  | SY   | 198                | \$80.00    | \$15,840.00    |
| 27              | Concrete Curb and Gutter (Type A 1'-6")                   | LF   | 125                | \$32.00    | \$4,000.00     |
| 28              | Concrete Sidewalks (4")                                   | SY   | 6                  | \$10.00    | \$60.00        |
| 29              | Concrete Trail (6")                                       | SY   | 2036               | \$68.38    | \$139,221.68   |
| 30              | 4" Class 7 Base for Trail and Sidewalk                    | SY   | 2253               | \$18.00    | \$40,554.00    |
| 31              | Detectable Warning Device                                 | SF   | 346                | \$21.00    | \$7,266.00     |



| Unit Price Work |                                                                 |      |                    |            |                |
|-----------------|-----------------------------------------------------------------|------|--------------------|------------|----------------|
| Item No.        | Description                                                     | Unit | Estimated Quantity | Unit Price | Extended Price |
| 32              | 3-Rail Wood Fence                                               | LF   | 64                 | \$78.00    | \$4,992.00     |
| 33              | Segmental Block Retaining Wall                                  | LF   | 45                 | \$150.00   | \$6,750.00     |
| 34              | Type E Junction Box (4'x4')                                     | EA   | 1                  | \$4,500.00 | \$4,500.00     |
| 35              | Junction Box (4'x13'-2")                                        | EA   | 1                  | \$8,300.00 | \$8,300.00     |
| 36              | 4' Grate Inlet 2'x2' Frame                                      | EA   | 2                  | \$5,000.00 | \$10,000.00    |
| 37              | 18"x12" HERCP Flared End Section                                | EA   | 2                  | \$1,000.00 | \$2,000.00     |
| 38              | 24" Flared End Section                                          | EA   | 1                  | \$1,100.00 | \$1,100.00     |
| 39              | 36" Flared End Section                                          | EA   | 1                  | \$2,000.00 | \$2,000.00     |
| 40              | 14"x23" HERCP                                                   | LF   | 468                | \$90.00    | \$42,120.00    |
| 41              | 24" Reinforced Concrete Pipe, Class 4                           | LF   | 48                 | \$81.00    | \$3,888.00     |
| 42              | 36" Reinforced Concrete Pipe, Class 4                           | LF   | 367                | \$133.00   | \$48,811.00    |
| 43              | C-76 Mortar Joints                                              | EA   | 2                  | \$400.00   | \$800.00       |
| 44              | Permanent Bermuda Grass Sod                                     | SY   | 1258               | \$6.00     | \$7,548.00     |
| 45              | Temporary Seeding                                               | AC   | 0.79               | \$1,265.82 | \$1,000.00     |
| 46              | Permanent Seeding                                               | AC   | 0.79               | \$5,200.00 | \$4,108.00     |
| 47              | 4" Top Soil                                                     | SY   | 5066               | \$6.00     | \$30,396.00    |
| 48              | Painted Pavement Marking – Yellow Dashed (4")                   | LF   | 1191               | \$3.30     | \$3,930.30     |
| 49              | Painted Pavement Marking – Yellow Solid (4")                    | LF   | 576                | \$3.60     | \$2,073.60     |
| 50              | Painted Pavement Marking – Reflective White (4")                | LF   | 37                 | \$3.60     | \$133.20       |
| 51              | Thermoplastic Pavement Marking – White Stop Bar (12")           | LF   | 39                 | \$11.00    | \$429.00       |
| 52              | Thermoplastic Pavement Marking – White Crosswalk (24")          | LF   | 230                | \$21.00    | \$4,830.00     |
| 53              | Thermoplastic Pavement Marking – Green Elephants Feet (24"x24") | SY   | 21                 | \$94.00    | \$1,974.00     |
| 54              | Commercial Red Pavement Marking                                 | SY   | 158                | \$90.00    | \$14,220.00    |
| 55              | Thermoplastic Pavement Marking – White Elephants Feet (24"x24") | SY   | 32                 | \$100.00   | \$3,200.00     |
| 56              | Traffic Flow Arrow Marking                                      | EA   | 4                  | \$400.00   | \$1,600.00     |
| 57              | Signs                                                           | EA   | 1                  | \$1,500.00 | \$1,500.00     |

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

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| Unit Price Work                                  |                                                   |      |                    |            |                |
|--------------------------------------------------|---------------------------------------------------|------|--------------------|------------|----------------|
| Item No.                                         | Description                                       | Unit | Estimated Quantity | Unit Price | Extended Price |
| 58                                               | Channel Post Sign Support (Type U-1)              | EA   | 2                  | \$200.00   | \$400.00       |
| 59                                               | Water Meter Adjustment to Finished Grade          | EA   | 2                  | \$300.00   | \$600.00       |
| 60                                               | Valve Box Adjustment to Finished Grade            | EA   | 11                 | \$200.00   | \$2,200.00     |
| 61                                               | Relocated Fire Hydrant                            | EA   | 1                  | \$3,500.00 | \$3,500.00     |
| 62                                               | NFPA13 Fire Line 6800 Valve Box Cover Painted Red | EA   | 1                  | \$143.45   | \$143.45       |
| 63                                               | FDC Relocation                                    | EA   | 1                  | \$3,000.00 | \$3,000.00     |
| 64                                               | PIV Relocation                                    | EA   | 1                  | \$7,500.00 | \$7,500.00     |
| 65                                               | Owner's Allowance                                 | LS   | 1                  | \$100,000  | \$100,000      |
| Total of all Extended Prices for Unit Price Work |                                                   |      |                    |            | \$741,058.00   |

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **Ninety-five (95)** percent of the value of the Work completed (with the balance being retainage).
    - b. **Ninety-five (95)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **one hundred(100)** percent of the Work completed, less such

amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **two hundred (200)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings (not attached but incorporated by reference) consisting of 34 sheets with each sheet bearing the following general title: Bentonville McCollum Rd. Sidepath Ph. 2 (S).
  - 7. Addenda (numbers 1 to 2, inclusive).
  - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  3. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  4. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- B. A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

City of Bentonville

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Stephanie Orman

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

3200 SW Municipal Drive

Bentonville, AR 72712

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:



Bid Tabulation  
Project Name: McCollum Sidepath Phase II  
Project Number: 33832  
Location: Bentonville, Arkansas  
Date: 5/28/2026

|                            |                                                             |      |                    | Engineer       | Diamond C Construction |                | Onpoint Excavation |                | Sandridge Construction |                | Verzani Construction |                | Ground Zero Construction |                | J&L Concrete |                |              |
|----------------------------|-------------------------------------------------------------|------|--------------------|----------------|------------------------|----------------|--------------------|----------------|------------------------|----------------|----------------------|----------------|--------------------------|----------------|--------------|----------------|--------------|
| Item                       |                                                             | Unit | Estimated Quantity | Bid Unit Price | Bid Price              | Bid Unit Price | Bid Price          | Bid Unit Price | Bid Price              | Bid Unit Price | Bid Price            | Bid Unit Price | Bid Price                | Bid Unit Price | Bid Price    | Bid Unit Price | Bid Price    |
| McCollum Sidepath Phase II |                                                             |      |                    |                |                        |                |                    |                |                        |                |                      |                |                          |                |              |                |              |
| 1                          | Mobilization, Staking, Bonding, Traffic Control & Insurance | LS   | 1                  | \$55,000.00    | \$55,000.00            | \$47,323.00    | \$47,323.00        | \$70,747.00    | \$70,747.00            | \$36,825.77    | \$36,825.77          | \$75,000.00    | \$75,000.00              | \$30,000.00    | \$30,000.00  | \$82,675.00    | \$82,675.00  |
| 2                          | Clearing & Grubbing                                         | LS   | 1                  | \$10,000.00    | \$10,000.00            | \$42,952.50    | \$42,952.50        | \$3,576.50     | \$3,576.50             | \$6,000.00     | \$6,000.00           | \$9,240.00     | \$9,240.00               | \$47,000.00    | \$47,000.00  | \$25,000.00    | \$25,000.00  |
| 3                          | Removal and Disposal of Concrete Pavement                   | SY   | 118                | \$30.00        | \$3,540.00             | \$25.00        | \$2,950.00         | \$18.26        | \$2,154.68             | \$25.00        | \$2,950.00           | \$45.00        | \$5,310.00               | \$10.00        | \$1,180.00   | \$45.00        | \$5,310.00   |
| 4                          | Removal and Disposal of Asphalt                             | SY   | 262                | \$25.00        | \$6,550.00             | \$25.00        | \$6,550.00         | \$14.15        | \$3,707.30             | \$20.00        | \$5,240.00           | \$45.00        | \$11,790.00              | \$7.00         | \$1,834.00   | \$30.00        | \$7,860.00   |
| 5                          | Removal and Disposal of Curb and Gutter                     | LF   | 196                | \$20.00        | \$3,920.00             | \$20.00        | \$3,920.00         | \$16.04        | \$3,143.84             | \$7.00         | \$1,372.00           | \$20.00        | \$3,920.00               | \$8.00         | \$1,568.00   | \$15.00        | \$2,940.00   |
| 6                          | Removal and Disposal of Corrugated Metal Pipe               | LF   | 79                 | \$15.00        | \$1,185.00             | \$40.00        | \$3,160.00         | \$19.10        | \$1,508.90             | \$15.00        | \$1,185.00           | \$12.00        | \$948.00                 | \$20.00        | \$1,580.00   | \$30.00        | \$2,370.00   |
| 7                          | Removal and Disposal of 24" RCP                             | LF   | 59                 | \$35.00        | \$2,065.00             | \$60.00        | \$3,540.00         | \$44.46        | \$2,623.14             | \$18.00        | \$1,062.00           | \$12.00        | \$708.00                 | \$25.00        | \$1,475.00   | \$30.00        | \$1,770.00   |
| 8                          | Removal and Disposal of 24" FES                             | EA   | 4                  | \$350.00       | \$1,400.00             | \$402.50       | \$1,610.00         | \$698.13       | \$2,792.52             | \$200.00       | \$800.00             | \$25.00        | \$100.00                 | \$250.00       | \$1,000.00   | \$400.00       | \$1,600.00   |
| 9                          | Removal and Disposal of 18" RCP                             | LF   | 48                 | \$25.00        | \$1,200.00             | \$50.00        | \$2,400.00         | \$46.81        | \$2,246.88             | \$18.00        | \$864.00             | \$12.00        | \$576.00                 | \$23.00        | \$1,104.00   | \$30.00        | \$1,440.00   |
| 10                         | Removal and Disposal of 18" FES                             | EA   | 2                  | \$250.00       | \$500.00               | \$287.50       | \$575.00           | \$719.25       | \$1,438.50             | \$200.00       | \$400.00             | \$25.00        | \$50.00                  | \$200.00       | \$400.00     | \$400.00       | \$800.00     |
| 11                         | Relocate Stop Sign                                          | EA   | 2                  | \$400.00       | \$800.00               | \$569.25       | \$1,138.50         | \$79.35        | \$158.70               | \$150.00       | \$300.00             | \$350.00       | \$700.00                 | \$520.00       | \$1,040.00   | \$800.00       | \$1,600.00   |
| 12                         | Relocate Witness Post                                       | EA   | 1                  | \$500.00       | \$500.00               | \$3,450.00     | \$3,450.00         | \$99.00        | \$99.00                | \$100.00       | \$100.00             | \$225.00       | \$225.00                 | \$520.00       | \$520.00     | \$1,500.00     | \$1,500.00   |
| 13                         | General Cut                                                 | CY   | 1570               | \$35.00        | \$54,950.00            | \$25.00        | \$39,250.00        | \$6.44         | \$10,110.80            | \$12.50        | \$19,625.00          | \$28.00        | \$43,960.00              | \$20.00        | \$31,400.00  | \$18.00        | \$28,260.00  |
| 14                         | General Fill                                                | CY   | 785                | \$55.00        | \$43,175.00            | \$25.00        | \$19,625.00        | \$35.30        | \$27,710.50            | \$20.00        | \$15,700.00          | \$38.00        | \$29,830.00              | \$29.00        | \$22,765.00  | \$30.00        | \$23,550.00  |
| 15                         | Add Undercut & Select Backfill (as directed by Geotech)     | CY   | 2100               | \$80.00        | \$168,000.00           | \$25.00        | \$52,500.00        | \$28.16        | \$59,136.00            | \$35.00        | \$73,500.00          | \$66.00        | \$138,600.00             | \$15.00        | \$31,500.00  | \$48.00        | \$100,800.00 |
| 16                         | Erosion Control Maintenance                                 | LS   | 1                  | \$10,000.00    | \$10,000.00            | \$2,875.00     | \$2,875.00         | \$500.00       | \$500.00               | \$1,500.00     | \$1,500.00           | \$1,750.00     | \$1,750.00               | \$1,000.00     | \$1,000.00   | \$8,000.00     | \$8,000.00   |
| 17                         | Construction Entrance                                       | EA   | 1                  | \$5,000.00     | \$5,000.00             | \$2,070.00     | \$2,070.00         | \$2,413.20     | \$2,413.20             | \$3,500.00     | \$3,500.00           | \$1,100.00     | \$1,100.00               | \$2,500.00     | \$2,500.00   | \$2,500.00     | \$2,500.00   |
| 18                         | Concrete Washout                                            | EA   | 1                  | \$1,800.00     | \$1,800.00             | \$805.00       | \$805.00           | \$402.50       | \$402.50               | \$1,500.00     | \$1,500.00           | \$550.00       | \$550.00                 | \$500.00       | \$500.00     | \$2,500.00     | \$2,500.00   |
| 19                         | Straw Wattle                                                | LF   | 1664               | \$10.00        | \$16,640.00            | \$5.50         | \$9,152.00         | \$2.13         | \$3,544.32             | \$3.00         | \$4,992.00           | \$4.00         | \$6,656.00               | \$4.00         | \$6,656.00   | \$8.00         | \$13,312.00  |
| 20                         | SWP-CI 'Big Red'                                            | LF   | 62                 | \$21.00        | \$1,302.00             | \$13.00        | \$806.00           | \$15.11        | \$936.82               | \$30.00        | \$1,860.00           | \$17.00        | \$1,054.00               | \$98.00        | \$6,076.00   | \$40.00        | \$2,480.00   |
| 21                         | Silt Fence Inlet Protection                                 | LF   | 36                 | \$20.00        | \$720.00               | \$39.00        | \$1,404.00         | \$4.82         | \$173.52               | \$4.00         | \$144.00             | \$10.00        | \$360.00                 | \$8.00         | \$288.00     | \$10.00        | \$360.00     |
| 22                         | C-600 Coir Erosion Control Matting                          | SY   | 2                  | \$80.00        | \$160.00               | \$160.00       | \$320.00           | \$139.40       | \$278.80               | \$1,000.00     | \$2,000.00           | \$150.00       | \$300.00                 | \$400.00       | \$800.00     | \$60.00        | \$120.00     |
| 23                         | Rock Check Dam                                              | EA   | 1                  | \$500.00       | \$500.00               | \$920.00       | \$920.00           | \$687.45       | \$687.45               | \$3,000.00     | \$3,000.00           | \$550.00       | \$550.00                 | \$750.00       | \$750.00     | \$1,500.00     | \$1,500.00   |
| 24                         | Tree Preservation Fencing                                   | LF   | 20                 | \$6.00         | \$120.00               | \$69.00        | \$1,380.00         | \$15.49        | \$309.80               | \$10.00        | \$200.00             | \$20.00        | \$400.00                 | \$20.00        | \$400.00     | \$10.00        | \$200.00     |
| 25                         | Asphalt Paving/Patching (includes base and subgrade prep)   | SY   | 133                | \$150.00       | \$19,950.00            | \$86.47        | \$11,500.51        | \$131.95       | \$17,549.35            | \$150.00       | \$19,950.00          | \$65.00        | \$8,645.00               | \$160.00       | \$21,280.00  | \$60.00        | \$7,980.00   |
| 26                         | Concrete Driveway Paving                                    | SY   | 198                | \$100.00       | \$19,800.00            | \$80.00        | \$15,840.00        | \$80.62        | \$15,962.76            | \$80.00        | \$15,840.00          | \$112.00       | \$22,176.00              | \$80.00        | \$15,840.00  | \$90.00        | \$17,820.00  |
| 27                         | Concrete Curb and Gutter (Type A 1'-6")                     | LF   | 125                | \$35.00        | \$4,375.00             | \$48.00        | \$6,000.00         | \$51.36        | \$6,420.00             | \$32.00        | \$4,000.00           | \$38.50        | \$4,812.50               | \$24.00        | \$3,000.00   | \$35.00        | \$4,375.00   |
| 28                         | Concrete Sidewalks (4")                                     | SY   | 6                  | \$70.00        | \$420.00               | \$80.00        | \$480.00           | \$320.83       | \$1,924.98             | \$10.00        | \$60.00              | \$100.00       | \$600.00                 | \$77.00        | \$462.00     | \$100.00       | \$600.00     |
| 29                         | Concrete Trail (6")                                         | SY   | 2036               | \$125.00       | \$254,500.00           | \$85.00        | \$173,060.00       | \$78.16        | \$159,133.76           | \$68.38        | \$139,221.68         | \$108.00       | \$219,888.00             | \$110.00       | \$223,960.00 | \$90.00        | \$183,240.00 |
| 30                         | 4" Class 7 Base for Trail and Sidewalk                      | SY   | 2253               | \$25.00        | \$56,325.00            | \$14.50        | \$32,668.50        | \$9.20         | \$20,727.60            | \$18.00        | \$40,554.00          | \$7.00         | \$15,771.00              | \$15.00        | \$33,795.00  | \$20.00        | \$45,060.00  |
| 31                         | Detectable Warning Device                                   | SF   | 346                | \$75.00        | \$25,950.00            | \$41.00        | \$14,186.00        | \$50.54        | \$17,486.84            | \$21.00        | \$7,266.00           | \$30.00        | \$10,380.00              | \$25.00        | \$8,650.00   | \$40.00        | \$13,840.00  |
| 32                         | 3-Rail Wood Fence                                           | LF   | 64                 | \$85.00        | \$5,440.00             | \$80.00        | \$5,120.00         | \$36.50        | \$2,336.00             | \$78.00        | \$4,992.00           | \$66.00        | \$4,224.00               | \$86.75        | \$5,552.00   | \$100.00       | \$6,400.00   |
| 33                         | Segmental Block Retaining Wall                              | LF   | 45                 | \$150.00       | \$6,750.00             | \$400.00       | \$18,000.00        | \$697.73       | \$31,397.85            | \$150.00       | \$6,750.00           | \$220.00       | \$9,900.00               | \$256.50       | \$11,542.50  | \$250.00       | \$11,250.00  |
| 34                         | Type E Junction Box (4'x4')                                 | EA   | 1                  | \$7,500.00     | \$7,500.00             | \$5,175.00     | \$5,175.00         | \$7,635.69     | \$7,635.69             | \$4,500.00     | \$4,500.00           | \$5,000.00     | \$5,000.00               | \$5,000.00     | \$5,000.00   | \$6,800.00     | \$6,800.00   |
| 35                         | Junction Box (4'x13'-2")                                    | EA   | 1                  | \$12,000.00    | \$12,000.00            | \$10,000.00    | \$10,000.00        | \$17,613.75    | \$17,613.75            | \$8,300.00     | \$8,300.00           | \$10,000.00    | \$10,000.00              | \$7,000.00     | \$7,000.00   | \$14,000.00    | \$14,000.00  |
| 36                         | 4' Grate Inlet 2'x2' Frame                                  | EA   | 2                  | \$4,500.00     | \$9,000.00             | \$6,900.00     | \$13,800.00        | \$9,519.31     | \$19,038.62            | \$5,000.00     | \$10,000.00          | \$2,500.00     | \$5,000.00               | \$6,500.00     | \$13,000.00  | \$6,800.00     | \$13,600.00  |
| 37                         | 14"x23" HERCP Flared End Section                            | EA   | 2                  | \$1,200.00     | \$2,400.00             | \$1,150.00     | \$2,300.00         | \$1,574.50     | \$3,149.00             | \$1,000.00     | \$2,000.00           | \$1,300.00     | \$2,600.00               | \$900.00       | \$1,800.00   | \$1,200.00     | \$2,400.00   |
| 38                         | 24" Flared End Section                                      | EA   | 1                  | \$1,150.00     | \$1,150.00             | \$2,530.00     | \$2,530.00         | \$1,757.00     | \$1,757.00             | \$1,100.00     | \$1,100.00           | \$1,100.00     | \$1,100.00               | \$900.00       | \$900.00     | \$1,100.00     | \$1,100.00   |
| 39                         | 36" Flared End Section                                      | EA   | 1                  | \$1,500.00     | \$1,500.00             | \$4,830.00     | \$4,830.00         | \$2,546.50     | \$2,546.50             | \$2,000.00     | \$2,000.00           | \$2,400.00     | \$2,400.00               | \$3,000.00     | \$3,000.00   | \$2,400.00     | \$2,400.00   |
| 40                         | 14"x23" HERCP, Class 4                                      | LF   | 468                | \$150.00       | \$70,200.00            | \$116.00       | \$54,288.00        | \$82.89        | \$38,792.52            | \$90.00        | \$42,120.00          | \$95.00        | \$44,460.00              | \$90.00        | \$42,120.00  | \$90.00        | \$42,120.00  |
| 41                         | 24" Reinforce Concrete Pipe, Class 4                        | LF   | 48                 | \$200.00       | \$9,600.00             | \$117.00       | \$5,616.00         | \$82.16        | \$3,943.68             | \$81.00        | \$3,888.00           | \$105.00       | \$5,040.00               | \$100.00       | \$4,800.00   | \$100.00       | \$4,800.00   |
| 42                         | 36" Reinforce Concrete Pipe, Class 4                        | LF   | 367                | \$250.00       | \$91,750.00            | \$215.00       | \$78,905.00        | \$128.58       | \$47,188.86            | \$133.00       | \$48,811.00          | \$160.00       |                          |                |              |                |              |



|    |                                                   |  |    |    |              |              |              |              |              |              |              |              |              |              |              |              |              |              |
|----|---------------------------------------------------|--|----|----|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 57 | Signs                                             |  | EA | 1  | \$750.00     | \$750.00     | \$1,200.00   | \$1,200.00   | \$219.00     | \$219.00     | \$1,500.00   | \$1,500.00   | \$500.00     | \$500.00     | \$1,040.00   | \$1,040.00   | \$600.00     | \$600.00     |
| 58 | Channel Post Sign Support (Type U-1)              |  | EA | 2  | \$150.00     | \$300.00     | \$175.00     | \$350.00     | \$93.75      | \$187.50     | \$200.00     | \$400.00     | \$400.00     | \$800.00     | \$150.00     | \$300.00     | \$500.00     | \$1,000.00   |
| 59 | Water Meter Adjustment to Finished Grade          |  | EA | 2  | \$2,000.00   | \$4,000.00   | \$3,450.00   | \$6,900.00   | \$408.55     | \$817.10     | \$300.00     | \$600.00     | \$900.00     | \$1,800.00   | \$500.00     | \$1,000.00   | \$250.00     | \$500.00     |
| 60 | Valve Box Adjustment to Finished Grade            |  | EA | 11 | \$600.00     | \$6,600.00   | \$230.00     | \$2,530.00   | \$338.64     | \$3,725.04   | \$200.00     | \$2,200.00   | \$550.00     | \$6,050.00   | \$500.00     | \$5,500.00   | \$250.00     | \$2,750.00   |
| 61 | Relocated Fire Hydrant                            |  | EA | 1  | \$2,500.00   | \$2,500.00   | \$14,375.00  | \$14,375.00  | \$6,952.25   | \$6,952.25   | \$3,500.00   | \$3,500.00   | \$8,900.00   | \$8,900.00   | \$8,000.00   | \$8,000.00   | \$16,000.00  | \$16,000.00  |
| 62 | NFPA13 Fire Line 6800 Valve Box Cover Painted Red |  | EA | 1  | \$200.00     | \$200.00     | \$4,370.00   | \$4,370.00   | \$660.00     | \$660.00     | \$143.45     | \$143.45     | \$500.00     | \$500.00     | \$445.00     | \$445.00     | \$800.00     | \$800.00     |
| 63 | FDC Relocation                                    |  | EA | 1  | \$3,500.00   | \$3,500.00   | \$6,325.00   | \$6,325.00   | \$3,216.05   | \$3,216.05   | \$3,000.00   | \$3,000.00   | \$5,500.00   | \$5,500.00   | \$47,489.00  | \$47,489.00  | \$7,500.00   | \$7,500.00   |
| 64 | PIV Relocation                                    |  | EA | 1  | \$3,500.00   | \$3,500.00   | \$6,670.00   | \$6,670.00   | \$3,812.15   | \$3,812.15   | \$7,500.00   | \$7,500.00   | \$950.00     | \$950.00     | \$2,900.00   | \$2,900.00   | \$8,000.00   | \$8,000.00   |
| 65 | Owner's Allowance                                 |  | LS | 1  | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 |

|                   |                |                   |                |                   |              |                   |              |                   |              |                   |              |                   |              |
|-------------------|----------------|-------------------|----------------|-------------------|--------------|-------------------|--------------|-------------------|--------------|-------------------|--------------|-------------------|--------------|
| Total On Estimate | \$1,200,314.04 | Total on Bid Form | \$950,129.88   | Total on Bid Form | \$819,177.63 | Total on Bid Form | \$743,200.00 | Total on Bid Form | \$966,991.00 | Total on Bid Form | \$950,690.70 | Total on Bid Form | \$973,036.00 |
| Actual Total      | \$1,200,350.00 | Actual Total      | \$1,002,454.88 | Actual Total      | \$818,991.73 | Actual Total      | \$741,058.00 | Actual Total      | \$966,985.00 | Actual Total      | \$941,466.70 | Actual Total      | \$976,986.00 |
|                   |                | Difference        | -\$52,325.00   | Difference        | \$185.90     | Difference        | \$2,142.00   | Difference        | \$6.00       | Difference        | \$9,224.00   | Difference        | -\$3,950.00  |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SANDRIDGE CONSTRUCTION, FOR CONSTRUCTION OF PHASE 2 OF THE MCCOLLUM SIDEPATH PROJECT, IN THE AMOUNT OF SEVEN HUNDRED FORTY-ONE THOUSAND FIFTY-EIGHT DOLLARS (\$741,058.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, Sandridge Construction is the lowest qualified bidder for Phase 2 of the McCollum Sidepath project;

**WHEREAS**, this is a capital project funded through grant monies, fees in lieu, and 2026 budgeted funds; and

**WHEREAS**, a budget adjustment is needed recognize and allocate 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 Sandridge Construction, for the construction of Phase 2 of the McCollum Sidepath project, in the amount of seven hundred forty-one thousand fifty-eight dollars (\$741,058.00);

Section 2: The 2026 budget is hereby adjusted to recognize five hundred ninety-two thousand eight hundred forty-six dollars and forty cents (\$592,846.40) in grant funds to Account #105030-33110 – Federal Direct Grant;

Section 3: The 2026 budget is further adjusted to recognize ninety-six thousand fifty-nine dollars and twenty-five cents (\$96,059.25) in fees in lieu monies into Account #105030-37520 – Miscellaneous Income;

Section 4: The 2026 budget is further adjusted to appropriate the above, in the total amount of six hundred eighty-eight thousand nine hundred five dollars and sixty-five cents (\$688,905.65) into Account #105030-47390 – Improvements Other than Building/Project;

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 \_\_\_\_\_, 2026.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

\_\_\_\_\_  
**MALORIE MARRS, CITY CLERK**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                                 |                           |                    |
|------------------------------|---------------------------------|---------------------------|--------------------|
| <b>Council Meeting Date:</b> | 6/14/2026                       | <b>Submitted By:</b>      | David Wright       |
| <b>Phone:</b>                | 479.271.6813                    | <b>For Department(s):</b> | Parks & Recreation |
| <b>Email:</b>                | david.wright@bentonville.ar.gov |                           |                    |

#### Item Type (Check all that apply)

|                                            |                                                       |                                                             |                                           |
|--------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award                    | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                          |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Accepting a Grant Award from the Walton Family Foundation for John Deshields Blvd Crosswalks                                                                                                                                                  |
| <b>Action Recommendation &amp; Justification:</b>        | A Resolution authorizing the Mayor and City Clerk to accept a grant from the Walton Family Foundation, in the amount of \$30,000.00, for pedestrian infrastructure improvements on John Deshields Blvd and Memorial Park. A budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                                                                                          |
| <b>Amount for Approval:</b>                              | \$ 30,000.00                                                                                                                                                                                                                                             |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

|                             |                             |              |              |
|-----------------------------|-----------------------------|--------------|--------------|
| 105030-33810                | Local Grants                | \$           | \$ 30,000.00 |
| Account Number (ORG-OBJECT) | Account Description         | Expense      | Revenue      |
| 105030-47390                | Improv Other than Bldg/Proj | \$ 30,000.00 | \$           |
| Account Number (ORG-OBJECT) | Account Description         | Expense      | Revenue      |
|                             |                             | \$           | \$           |
| Account Number (ORG-OBJECT) | Account Description         | Expense      | Revenue      |
|                             |                             | \$           | \$           |
| Account Number (ORG-OBJECT) | Account Description         | Expense      | Revenue      |

#### Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

# Memo



To: City Council Members and Mayor Orman  
From: David Wright, Parks and Recreation Director  
Date: June 16, 2026  
Re: Accepting Grant for JDS Crosswalks

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Parks and Recreation is accepting a grant from the Walton Family Foundation, in the amount of \$30,000, for pedestrian safety improvements in Memorial Park.

During February 2026 Traffic and Signage Meeting, a group of citizens presented to the committee requesting crosswalks improvements in Memorial + Orchards Parks. During that meeting, staff realized this request was previously made and approved in 2024. However, shortly after that approval, the 2024 tornado occurred and the project was “lost in the mix”.

When the conversation resurfaced, staff on the Traffic and Signage Committee voiced support of the improvements and told the citizen group we would do our best to make it a priority. Several steps were required in order to ultimately provide the citizens with the improvements they were asking for. First, there were crosswalks requested and previously approved connecting the park to Crystal Flats development. Next, neighbors in Legacy Village wanted a safe crossing from their neighborhood to Orchards Park. After analyzing this crossing, the committee voted to create a 3-way intersection with stop signs and dedicated crosswalks.

The total cost of the project is \$78,257.27. The major cost is because of the repour of a curbed area on Legacy Parkway to ensure the crossing in ADA Accessible. Funding comes from three (3) different sources. First, Crystal Flats / Runway agreed to pay \$30,000 for the crosswalks and connections to their development. Next the Walton Family Foundation is contributing \$30,000 for improvements and connections at JDS and Legacy Way to Orchards Park. The final \$18,757 is being paid by the City via our T1 (Tier 1) Pedestrian Improvements in the Parks and Recreation Budget. The final cost to the city are material costs and labor from our Transportation Department for installation of the stop signs at JDS / Legacy Way.

The City was able to utilize IDIQ bid pricing for the project. This resolution allows the Mayor to enter into a grant agreement with the Walton Family Foundation and approves a budget adjustment in the amount of \$30,000 for the cost of the project. A separate

agenda item will approve another budget adjustment in the amount of the \$30,000 recognizing the contribution from Runway for their portion of the project.

If you have any questions, regarding this item, please contact me at 271.6813, or email [dwright@bentonville.ar.gov](mailto:dwright@bentonville.ar.gov).

*Attachments:*

*Grant Agreement from Walton Family Foundation*

*Contribution Letter from Runway*

WALTON FAMILY  
FOUNDATION

June 17, 2026

Stephanie Orman  
City of Bentonville  
305 SW A St  
Bentonville, AR, 72712

RE: Grant 00114927

Dear Mayor Orman,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$30,000.00 to leverage existing public and private funding and complete planned crosswalk improvements on city-owned property across John DeShields Boulevard near Orchards Park, enhancing pedestrian safety and neighborhood connectivity. The grant funds are subject to the terms attached, and you should receive the funds within 14 days. If you have any questions, please contact [HomeRegion@wffmail.com](mailto:HomeRegion@wffmail.com) and reference Grant 00114927.

**Reporting:** Please provide the Foundation with the following reports:

| Report Type  | Report Date        |
|--------------|--------------------|
| Final Report | September 04, 2026 |

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Christie Yang  
Secretary and General Counsel

## Grant Terms

By accepting a grant from the Walton Family Foundation ("Foundation"), your organization ("Grantee") acknowledges and agrees to the following terms regarding the grant:

1. **Grantee's Organizational Status:** Grantee represents to the Foundation that Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code.
2. **Accounting:** The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of these grant terms, "grant funds" include the grant and any income earned thereon. Grantee will account for and maintain records of receipts and expenditures of the grant funds in accordance with generally accepted accounting principles.
3. **Restrictions on Grant Use:** Grantee will use the grant funds only for the purposes of the grant, and will comply with all applicable laws and regulations in administering and expending the grant funds. In no event will Grantee use any grant funds:
  - a. to lobby for or against, or otherwise to attempt to influence, government legislation;
  - b. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
  - c. to undertake any activity other than for a charitable, educational or other tax-exempt purpose specified in section 170(c)(2)(B) of the Code.
4. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.
5. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
6. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity is approved by the Foundation. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."
7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes.
8. **Additional Information:** The Foundation may request Grantee to provide such information as is necessary or appropriate for the Foundation to determine that the grant funds are being used for the purposes intended. Grantee agrees to provide such information upon request.

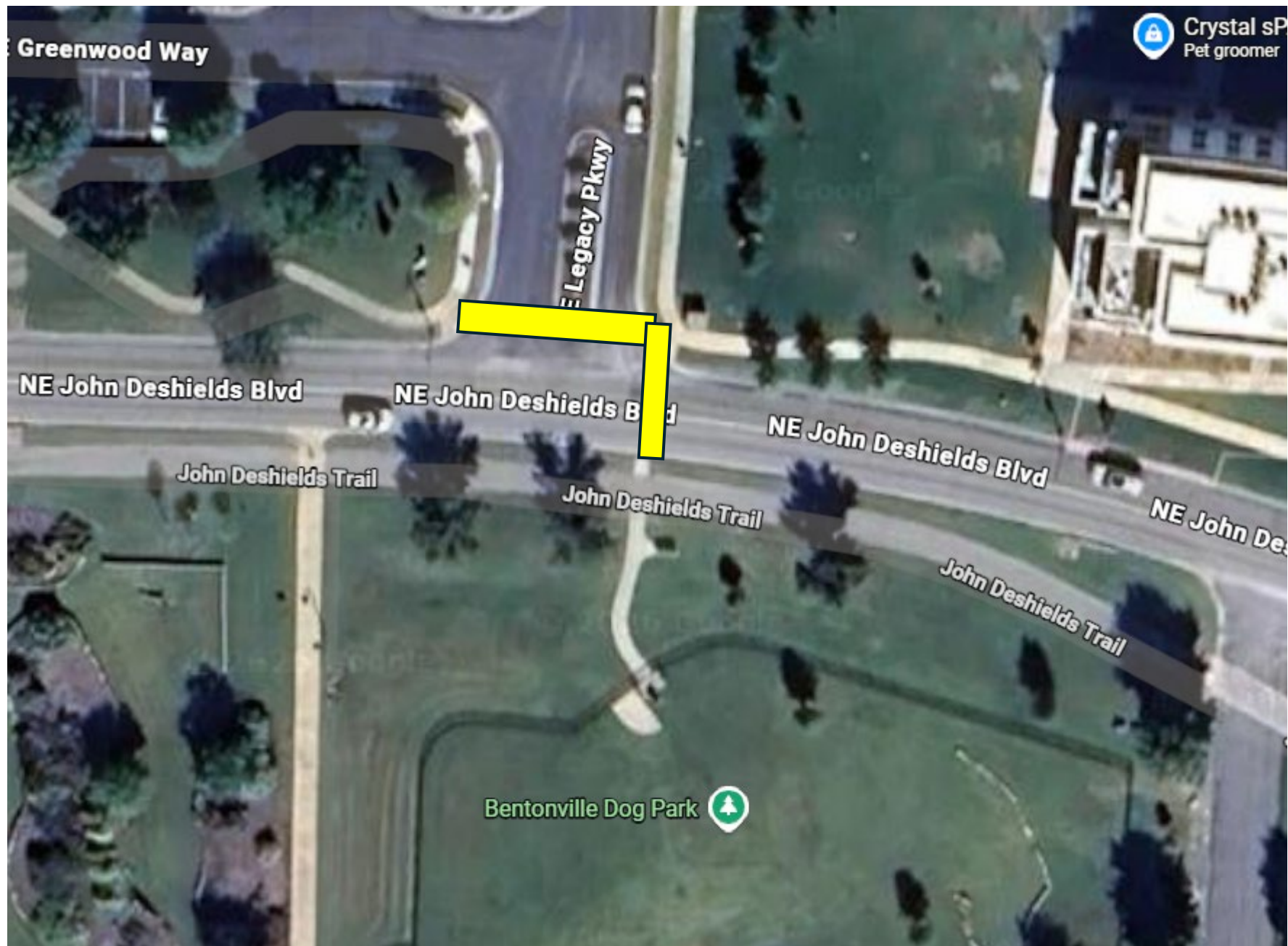






Midblock Crossing w/  
Crosswalk across JDS  
connection





Install 3-Way Stop  
Intersection w/ 2  
Crosswalks



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT FROM THE WALTON FAMILY FOUNDATION, FOR PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS ON JOHN DESHIELDS BLVD. AND MEMORIAL PARK, IN THE AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, the Walton Family Foundation awards the City thirty thousand dollars (\$30,000.00), for pedestrian infrastructure improvements on John DeShields Blvd. and Memorial Park; and

**WHEREAS**, a budget adjustment is needed to recognize and allocate grant 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 accept a Walton Family Foundation grant, in the amount of thirty thousand dollars (\$30,000.00), for pedestrian infrastructure improvements;

Section 2: The 2026 budget is adjusted to recognize thirty thousand dollars (\$30,000.00) in grant funds into Account #105030-33810 – Local Grants and appropriate the same into Account #105030-47390 – Improvements Other than Building/Project;

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 \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, CITY CLERK**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                                 |                           |                    |
|------------------------------|---------------------------------|---------------------------|--------------------|
| <b>Council Meeting Date:</b> | 6/14/2026                       | <b>Submitted By:</b>      | David Wright       |
| <b>Phone:</b>                | 479.271.6813                    | <b>For Department(s):</b> | Parks & Recreation |
| <b>Email:</b>                | david.wright@bentonville.ar.gov |                           |                    |

#### Item Type (Check all that apply)

|                                                       |                                                       |                                                  |                                           |
|-------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational                | <input type="checkbox"/> Bid Award                    | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input checked="" type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                    | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                      |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Accepting a Contribution from Runway for Pedestrian Infrastructure                                                                                                                        |
| <b>Action Recommendation &amp; Justification:</b>        | A Resolution accepting a contribution from Runway, in the amount of \$30,000.00, for pedestrian infrastructure improvements on John Deshields Blvd and Memorial Park. A budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                                      |
| <b>Amount for Approval:</b>                              | \$ 30,000.00                                                                                                                                                                                         |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

|                             |                             |              |              |
|-----------------------------|-----------------------------|--------------|--------------|
| 105030-37010                | Miscellaneous Donation      | \$           | \$ 30,000.00 |
| Account Number (ORG-OBJECT) | Account Description         | Expense      | Revenue      |
| 105030-47390                | Improv Other than Bldg/Proj | \$ 30,000.00 | \$           |
| Account Number (ORG-OBJECT) | Account Description         | Expense      | Revenue      |
|                             |                             | \$           | \$           |
| Account Number (ORG-OBJECT) | Account Description         | Expense      | Revenue      |
|                             |                             | \$           | \$           |
| Account Number (ORG-OBJECT) | Account Description         | Expense      | Revenue      |

#### Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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# Memo



To: City Council Members and Mayor Orman  
From: David Wright, Parks and Recreation Director  
Date: June 16, 2026  
Re: Accepting Grant for JDS Crosswalks

---

Parks and Recreation is accepting a contribution from Runway, on behalf of Crystal Flats, in the amount of \$30,000, for pedestrian safety improvements in Memorial Park.

As mentioned in the previous item, this request was initiated by a group of citizens during the February 2026 Traffic and Signage Meeting. During the meeting, we realized improvements suggested by Runway were once approved for JDS. However that was prior to the 2024 Tornado.

After the public meeting, we visited with Runway and they were agreeable to participate in the project with a \$30,000 contribution. This link provides access to from Memorial Park and connecting to the commercial area of the Crystal Flats development. This connection will certainly benefit residents of the development. But it will also benefit park users as they search for restaurants and coffee shop during soccer matches and other active play.

The City was able to utilize IDIQ bid pricing for the project. This budget adjustment authorizes allows funds to be allocated to the appropriate line item in the 2026 budget.

If you have any questions, regarding this item, please contact me at 271.6813, or email [dwright@bentonville.ar.gov](mailto:dwright@bentonville.ar.gov).

*Attachments:*

*Contribution Letter from Runway*

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING A CONTRIBUTION FROM RUNWAY, FOR  
PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS ON JOHN DESHIELDS BLVD  
AND MEMORIAL PARK, IN THE AMOUNT OF THIRTY THOUSAND DOLLARS  
(\$30,000.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, Runway is contributing thirty thousand dollars (\$30,000.00) for pedestrian infrastructure improvements on John DeShields Blvd. and Memorial Park; and

**WHEREAS**, a budget adjustment is needed recognize and appropriate funds.

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

Section 1: The City accepts a thirty thousand dollars (\$30,000.00) contribution from Runway, for pedestrian infrastructure improvements on John DeShields Blvd. and Memorial Park;

Section 2: The 2026 budget is hereby adjusted to recognize a contribution of thirty thousand dollars (\$30,000.00) into Account #105030-37010 – Miscellaneous Donation and appropriate the same into Account #105030-47390 – Improvements Other than Building/Project;

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 \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, CITY CLERK**





### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                                 |                           |                      |
|------------------------------|---------------------------------|---------------------------|----------------------|
| <b>Council Meeting Date:</b> | 7/14/2026                       | <b>Submitted By:</b>      | David Wright         |
| <b>Phone:</b>                | 479.271.6813                    | <b>For Department(s):</b> | Parks and Recreation |
| <b>Email:</b>                | david.wright@bentonville.ar.gov |                           |                      |

#### Item Type (Check all that apply)

|                                            |                                                       |                                                  |                                           |
|--------------------------------------------|-------------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award                    | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           | <input type="checkbox"/> Appointment      |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                              |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Authorizing a Closeout of a Walton Family Foundation Grant                                                                                        |
| <b>Action Recommendation &amp; Justification:</b>        | A Resolution authorizing the repayment of unused grant funds, to the Walton Family Foundation, in the amount of \$100,000.00. A budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                              |
| <b>Amount for Approval:</b>                              | \$ 100,000.00                                                                                                                                                |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

#### Budget Adjustment (to be completed by Finance when applicable)

|                             |                       |               |         |
|-----------------------------|-----------------------|---------------|---------|
| 105030-42830                | Miscellaneous Expense | \$ 100,000.00 | \$      |
| Account Number (ORG-OBJECT) | Account Description   | Expense       | Revenue |
|                             |                       | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description   | Expense       | Revenue |
|                             |                       | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description   | Expense       | Revenue |
|                             |                       | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description   | Expense       | Revenue |

#### Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Jennifer Cork, Parks and Recreation Business Manager  
Date: July 2, 2026  
Re: Parks and Recreation Seeks Council Approval to Return Walton Family Foundation Grant Funds

---

In 2020, The Walton Family Foundation awarded \$410,703 in grant funds to Parks and Recreation for the creation of a Bike and Pedestrian Planner and to design and implement a bike share / mobility program. The bike share implementation portion was \$100,000. During Crystal Bridges Expansion, WM Home Office and I-49 construction, the trail network was disrupted, and the bike share concept was paused. Since this pause, bike share solutions have changed significantly; the department will revisit the program in the future.

Parks and Recreation seeks City Council approval to return funds in the amount of \$100,000 to The Walton Family Foundation.

If you have questions concerning this item, please email me at [jennifer.cork@bentonville.ar.gov](mailto:jennifer.cork@bentonville.ar.gov) or call 479.418.0760.

WALTON FAMILY  
F O U N D A T I O N



November 25, 2020

Stephanie Orman  
City of Bentonville  
117 West Central Boulevard  
Bentonville, AR 72712

RE: Grant 00102142

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$410,703.00 to hire a staff member to serve as the Bicycle and Pedestrian Planner, dedicated to implementation of the Connecting Bentonville Master Plan, design and management of capital projects, and management of shared mobility services. The grant funds are subject to the terms attached, and you should receive the funds within 14 days. If you have any questions, please contact [HomeRegion@wffmail.com](mailto:HomeRegion@wffmail.com) and reference Grant 00102142.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

  
DocuSigned by:  
4E5797CFBB26445...  
Caryl M. Stern  
Executive Director

PO Box 2030  
Bentonville, AR 72712

44 Cook Street, Suite 255  
Denver, CO 80206

111 Town Square Place, Suite 420  
Jersey City, NJ 07310

919 18<sup>th</sup> Street, NW, Suite 400  
Washington, D.C. 20006

**Grant Agreement**

November 25, 2020

Grant 00102142

The Walton Family Foundation, Inc. ("WFF" or "Foundation") has approved a grant in the amount of \$410,703.00 to City of Bentonville ("Grantee"). The project term will be December 01, 2020 to December 01, 2023. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to hire a staff member to serve as the Bicycle and Pedestrian Planner, dedicated to implementation of the Connecting Bentonville Master Plan, design and management of capital projects, and management of shared mobility services. This grant is more fully described in Grantee's proposal dated March 18, 2020. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
2. **Amount: \$410,703.00 USD**

Grant payments will be made as follows:

| Installment | Amount       | Requirement                                   | Date              |
|-------------|--------------|-----------------------------------------------|-------------------|
| 1           | \$219,958.00 | Upon completion of a signed grant agreement   | December 03, 2020 |
| 2           | \$102,523.00 | Upon approval of grant activities and reports | December 01, 2021 |
| 3           | \$88,222.00  | Upon approval of grant activities and reports | December 01, 2022 |

3. **Payable:** Initial installment of \$219,958.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive grant funds electronically within 14 days of completion.

Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5 below and other information the Foundation may gather.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.  
  
(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.
5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

|   | Type             | Scheduled Date    |
|---|------------------|-------------------|
| 1 | Progress Report  | November 15, 2021 |
| 2 | Financial Report | November 15, 2021 |
| 3 | Progress Report  | November 15, 2022 |
| 4 | Financial Report | November 15, 2022 |
| 5 | Final Report     | November 01, 2023 |
| 6 | Financial Report | November 01, 2023 |

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant 00102142 on all reports submitted.

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

6. **Representations:** Grantee represents and warrants to the Foundation that:
  - (a) Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
  - (b) In no event will Grantee use any grant funds:
    - (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
    - (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
    - (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
  - (c) Grantee will comply with all applicable laws and regulations.
7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:
  - (a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
  - (b) Grantee fails to comply with the terms of this agreement; or
  - (c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.
8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.
9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

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

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00102142 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by December 03, 2020 the Foundation will consider the Grantee to have declined the grant.

**Walton Family Foundation, Inc.**

By:   
4E5797CFBB26445...  
Caryl M. Stern  
Executive Director

**City of Bentonville**

By:   
B79D2F448D8B47F...  
Stephanie Orman  
Mayor

**Appendix A: City of Bentonville****Performance Measures**

| Goal: Creation of Public Mobility Program including Bike and Scooter Share                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                        |            |                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------------------------------------|
| Outputs And Outcomes                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                        |            |                                                 |
| Category                                                                                                                                                                                                                                                                              | Who will do what and how much?                                                                                                                                                                                                                                                         | By when?   | Measured or evaluated by?                       |
| Output                                                                                                                                                                                                                                                                                | The City of Bentonville will select qualified vendor(s) to distribute at least 100 total shared bikes and scooters in Downtown Bentonville.                                                                                                                                            | 12/31/2022 | Program records                                 |
| Output                                                                                                                                                                                                                                                                                | The City of Bentonville and partners will create and implement a marketing plan to promote the shared mobility program for citizens, potential customers and tourists.                                                                                                                 | 03/31/2022 | Marketing Material                              |
| Outcome                                                                                                                                                                                                                                                                               | At least 75% of downtown visitors will indicate that the addition of shared bikes/scooters has improved their experience in downtown.                                                                                                                                                  | 03/31/2023 | Customer Satisfaction Survey                    |
| Output                                                                                                                                                                                                                                                                                | The City of Bentonville will engage at least four organizations within the community to determine number of shared bikes/scooters, ideal locations for docking stations, to test and revise program deliverables, and serve as an advisory group from launch through the grant period. | 08/01/2021 | Regular reporting from advisory group meetings. |
| Outcome                                                                                                                                                                                                                                                                               | The vehicles in the shared bike/scooter program will see an average daily use of 1.5 trips per day per vehicle. The total annual trips baseline will be established in year 1 and growth tracked annually.                                                                             | 03/31/2023 | Regular data provided by the vendor(s)          |
| Goal: The City will create a Cycling and Pedestrian Coordinator position to implement the Connecting Bentonville Plan, provide a point of contact for cycling-related infrastructure and activities, and increase awareness for cycling opportunities and the safety of all citizens. |                                                                                                                                                                                                                                                                                        |            |                                                 |
| Outputs And Outcomes                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                        |            |                                                 |
| Category                                                                                                                                                                                                                                                                              | Who will do what and how much?                                                                                                                                                                                                                                                         | By when?   | Measured or evaluated by?                       |
| Output                                                                                                                                                                                                                                                                                | The City of Bentonville will hire a qualified, full-time "Cycling and Pedestrian Coordinator" staff position with a background in cycling/pedestrian activities or facility design, promotion of or participation in cycling events, and experience in a public-facing role.           | 09/01/2021 | Confirmation of employment                      |
| Output                                                                                                                                                                                                                                                                                | The Cycling and Pedestrian Coordinator will work with partners and planners to design and/or construct at least five miles of new multi-use paved trail.                                                                                                                               | 12/01/2022 | Plans or Construction documentation             |
| Output                                                                                                                                                                                                                                                                                | The Cycling and Pedestrian Coordinator will work with partners and planners to identify at least five new miles of on-street bike facilities to prioritize for design and/or construction.                                                                                             | 12/01/2022 | Plans or Construction documentation             |
| Outcome                                                                                                                                                                                                                                                                               | The City will secure funding for the design and/or construction of all five miles of new multi-use paved trail identified by the Cycling and Pedestrian Coordinator.                                                                                                                   | 12/01/2023 | Funding confirmation, by project                |
| Outcome                                                                                                                                                                                                                                                                               | The City will secure funding for the design and/or construction of all five miles of on-street bike and pedestrian facilities identified by the Cycling and Pedestrian Coordinator.                                                                                                    | 12/01/2023 | Funding confirmation, by project                |
| Output                                                                                                                                                                                                                                                                                | The City will host or facilitate at least twelve (12) cycling-related programs or events and will develop marketing/publicity materials to promote them and increase participation.                                                                                                    | 12/01/2023 | Program Evaluations and Reports                 |
| Outcome                                                                                                                                                                                                                                                                               | The number of participants in city-hosted cycling events will grow by 5% per year (beginning in year 2). The 2019 baseline for cycling-related events is 4000 participants per year.                                                                                                   | 12/01/2023 | Program records                                 |



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CLOSEOUT OF A WALTON FAMILY FOUNDATION GRANT; REFUNDING ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, closing out the Walton Family Foundation grant requires a refund of one hundred thousand dollars (\$100,000.00) of unused grant funds;

**WHEREAS**, the unused portion of this grant was to fund a bike share project which has been paused with the influx of large development; and

**WHEREAS**, a budget adjustment is needed.

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

Section 1: Repayment in the amount of one hundred thousand dollars (\$100,000.00), to the Walton Family Foundation, is authorized to close out this grant;

Section 2: The 2026 budget is hereby adjusted to allocate one hundred thousand dollars (\$100,000.00) from General Fund into Account #105030-42830 – Miscellaneous Expense;

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 \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, CITY CLERK**



## Rezoning - Michael Koenitz-Hudac - T2.1, Rural to T5.2, Town Center High

1201 and 1203 SW I St

**PC Date:** 7/7/2026

### Staff Report Details

|                                                  |                                         |
|--------------------------------------------------|-----------------------------------------|
| <b>Project Number</b>                            | (RZ26-0030)                             |
| <b>Applicant / Current Owner</b>                 | Will Kellstrom / Michael Koenitz-Hudach |
| <b>Site Area</b>                                 | 0.55 Acres                              |
| <b>Current Zoning</b>                            | T2.1, Rural                             |
| <b>Requested Zoning</b>                          | T5.2, Town Center High                  |
| <b>Current Future Land Use Map Designation</b>   | Regional Center                         |
| <b>Requested Future Land Use Map Designation</b> |                                         |
| <b>Development Type / Use</b>                    |                                         |
| <b>Related projects</b>                          |                                         |

### Property Description

The subject property is located on Southwest I Street, an Arterial Road. The subject property is in close proximity to Gateway Park and the abuts the Razorback Greenway, 1.75 miles from the Walmart Home Campus, and a half-mile from the future STEM University Campus. The current zoning of the property is T2.1, Rural, with a Future Land Use Map designation of Regional Center. Surrounding properties are mostly zoned T5.2, Town Center High, except for the R-1 property directly to the south, owned by the adjacent Word of Life Church. All surrounding and nearby properties have a Future Land Use Map designation of Regional Center which ranges from T4.2 to 5.2 under standard review. Surrounding uses are commercial and institutional.

### Project Details

The applicant is requesting this rezone to conform to Future Land Use Map and to enable one of the structures on the property to remain a small office, while the other remains as a rental property. The applicant has no plans to redevelop the property at this time.

## Relationship to the Community Plan

The applicant is requesting a standard review rezone for the subject property. The Bentonville Community Plan states that the Regional Center place type are typically hubs of concentrated white collar employment, together with the smaller businesses that support them. A rezone to T5.2 would bring this property into conformity with the zoning alignment policy given that T2.1 is not an appropriate zoning for the Regional Center place type.

## Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

## Analysis / Waivers

The following criteria are evaluated under a standard review:

### **Orderly Transition**

The subject property is surrounded by T5.2 excepting one property to the direct south being R-1. All surrounding and nearby properties are within the Regional Center place type.

### **Be within one transect degree of the zoning of the adjacent properties**

The proposed rezone is the same zoning as the adjacent properties for all but the R-1 property directly to the south. Given that there are protections for height transitions in Table 5.12 of the new code that limit T5.2 to the height of the adjacent R-1 (36') for the southerly 50' of the proposed rezoned property and further limitations to two additional stories for the next 50 feet, the most intense area of the property will be limited to the north until such time as the R-1 comes into conformance with the place type.

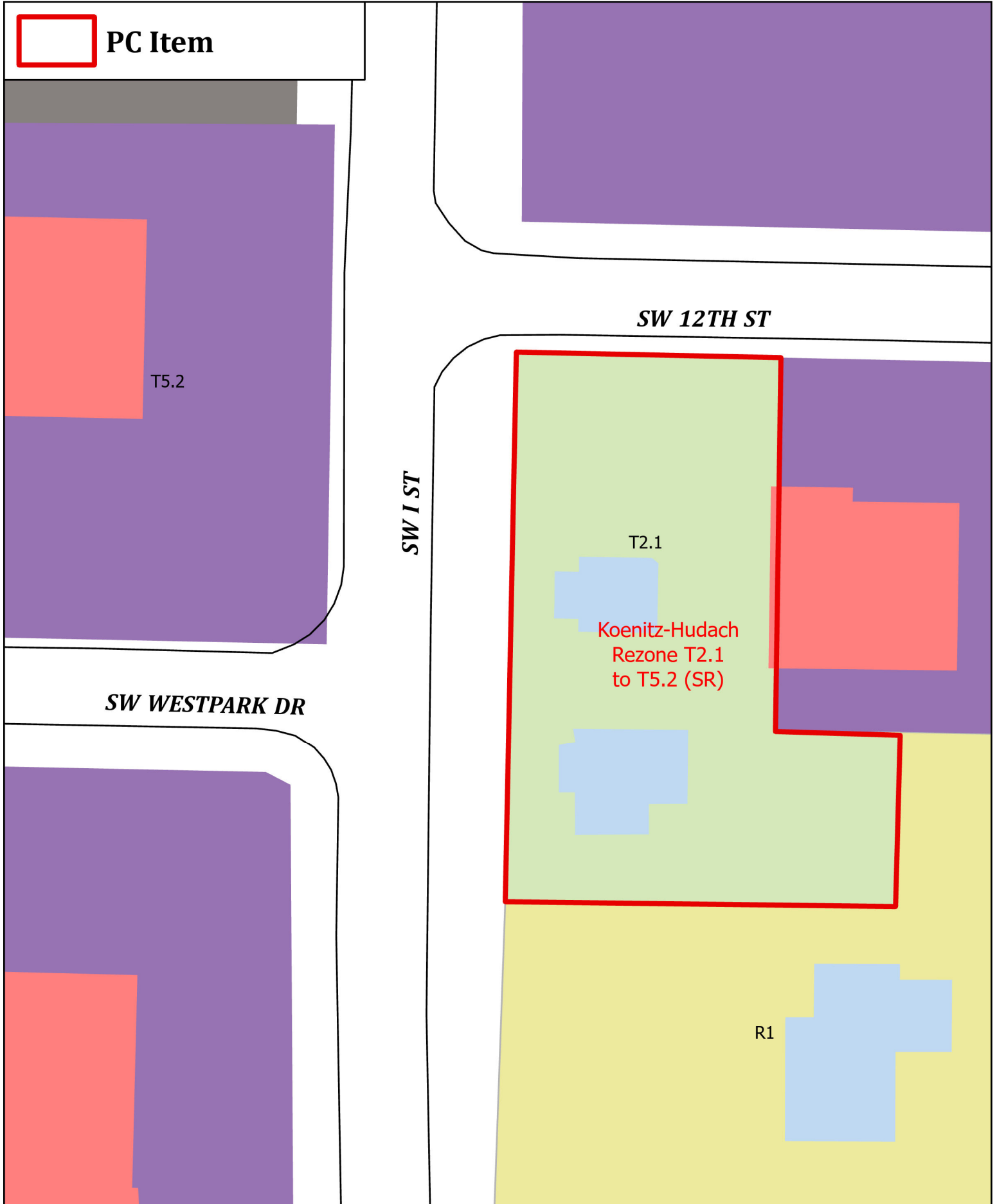
## Conclusion

Staff recommends approval given the that the height transition requirements outlined in Table 5.12 of the new code will limit intensity adjacent to the existing R-1 parcel to the south.

## Additional Details



**PC Item**



**RZ26-0030**  
**Koenitz-Hudach Rezone T2.1 to T5.2 (SR)**  
**1201 SW I ST**



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

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WHITNEY DUCKER, OFFICE MANAGER  
LIZBETH CHAVEZ, SECRETARY

May 14, 2026

City of Bentonville  
Development Services  
3200 SW Municipal Dr.  
Bentonville, AR 72712

**Re: Request to Rezone 1201 and 1203 SW I St. from T2.1 to T5.2**

Dear Development Services:

This firm has been retained to assist the applicant, Michael Koenitz-Hudach ("Applicant") with obtaining a rezoning of 1201 and 1203 SW I St., Benton County Parcel Nos. 01-01277-000 and 01-03203-000 ("the Property"). The requested information in the latest submittal guidelines has been provided below:

**A. Reason.**

The reasons for the requested rezone are (1) to bring the Property into compliance with the Future Land Use Map ("FLUM"), and (2) to enable one of the structures on the property as a small office, while the other remains as a long or short term rental. The Applicant has no plans to redevelop the Property as this time.

The FLUM designates this property as "Regional Commercial." Regional Commercial allows for T5.2 zoning under Standard Review. The Property is currently zoned T2.1 which is not permitted as under that FLUM category, and is inappropriate for the Property notwithstanding, granted its location and the surrounding uses and zones. Additionally, the Applicant would like to use one of the structures on the Property as an office, which is not permitted under T2.1, but would be under T5.2

**B. Impact.**

Rezoning the Property to T5.2 would have little to no impact on the community or city infrastructure, for the following reasons: (1) the Property is very small compared to nearby

parcels, and would consume a very small amount of city services as a result, even if redeveloped; (2) almost all adjacent parcels, as well as most of the parcels in this area of SW I St. are already zoned T5.2; and (3) SW I St. is a Major Arterial Roadway and could handle additional traffic load if the Property were redeveloped.

### **C. Review Criteria.**

T5.2 is permitted under Standard Review (“SR”) in the Regional Commercial FLUM category. For Transect Districts, SR involves the following considerations, addressed accordingly (*UDC, Sec. 50-709(e)(1)*):

- i. *Establish an orderly transition of intensity from the center to the edge of the place type; and*

This consideration is satisfied, as the Property lies in the center of the Regional Center Place Type, and is surrounded by T5.2–zoned properties with one exception (addressed below).

- ii. *Be within one (1) transect degree of the zoning of adjacent properties, except where: (a) Significant natural barriers separate properties; (b) A street classified as an arterial separates the sites; or (c) The subject property is less than six hundred (600) feet deep, abuts an arterial, and is proposed for T5.1 or T5.2.*

The proposed T5.2 zoning is the same zoning designation as all surrounding properties with the exception of the property to the Southeast, owned by Word of Life Fellowship, which is zoned R-1. Notwithstanding, the proposed zoning satisfies exception (c) above, as it is less than 600 feet deep, abuts a Major Arterial (SW I St.), and is proposed for T5.2.

Thank for you considering this request for rezoning. Please feel free to contact me at 479-512-0014, or at [wkellstrom@watkinslawoffice.com](mailto:wkellstrom@watkinslawoffice.com) if anything else is needed for this rezoning application.

Sincerely,

*/s/ Will A. Kellstrom*

Will A. Kellstrom

# NOTICE OF INTENT TO REZONE

Project Number:

Clair  
RZ26-0030

Michael Koenitz-Hudach has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from:

T2.1, Rural to T5.2, Town Center High

The legal description of the property is:

See attached.

The common description of the property is: 1201 and 1203 SW I St.

The Public Hearing will be held on July 7th, 2026, at 5:00 pm, at:

Bentonville Municipal Complex  
3200 SW Municipal Dr.  
Bentonville, AR 72712

***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. You can attend online by going to [bentonvillear.com/592/Agendas-Minutes](http://bentonvillear.com/592/Agendas-Minutes)
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department located at the Bentonville Municipal Complex.
3. Use the bottom of this form to express our opinion by checking the appropriate box. This may also be mailed or delivered to the Bentonville Municipal Complex.

For more information, call the Bentonville Planning Department at (479) 271-3122 or email at [planning@bentonville.ar.gov](mailto:planning@bentonville.ar.gov).

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

- ☒ I have no objections to the rezoning  
☐ I object to the rezoning because:

1104 SW I St  
Bentonville, AR 72712

Signature & Physical Address



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF  
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING  
CLASSIFICATION OF T2.1, RURAL TO T5.2, TOWN CENTER HIGH; AND  
FOR OTHER PURPOSES.  
(PROJECT NUMBER: RZ26-0030)**

**WHEREAS**, Michael Koenitz-Hudac 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 T2.1, RURAL to T5.2, TOWN CENTER HIGH to be used in accordance with city zoning laws and state laws, which property is described as follows:

TRACT 1: LOT 1, BELLE HEIGHTS SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON THE FINAL PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS. TRACT 2: PARTS OF LOTS 20 AND 21 OF LANTER'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING A SUBDIVISION IN THE FRACTIONAL SW $\frac{1}{4}$  OF SW $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 25 FEET SOUTH OF THE NW CORNER OF LOT 20 IN SAID ADDITION ON THE EAST RIGHT-OF-WAY LINE OF COUNTY HIGHWAY, RUN THENCE NORTH 67.5 FEET TO A POINT 7.5 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 21 IN SAID ADDITION; THENCE S89°43' EAST 150 FEET; THENCE SOUTH 67.5 FEET; THENCE N89°43' WEST 150 FEET TO THE POINT OF BEGINNING.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 7, 2026 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 T2.1, RURAL to T5.2, TOWN CENTER HIGH.

**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 T2.1, RURAL to T5.2, TOWN CENTER HIGH 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 \_\_\_\_\_, 2026.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**