



**City Council
Meeting Agenda
December 12, 2023
6:00 PM
Bentonville City Hall**

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. Those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make “live” public comments orally in the event they cannot attend the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

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

https://us02web.zoom.us/webinar/register/WN_vtDZSKtiRwaP9Q4BzUZsJw

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: November 28, 2023

I. New Business

1. Recognition - Community Council and Youth Council

Informational

Recognize members of the Community Council and Youth Council for their completion of the year-long program.

2. Stormwater Ordinance Amendment

Ordinance*

Ordinance amending the Stormwater Pollution Prevention and Erosion Control Standards (Ord. No. 2006-167) to remove the term and definition "Waters of the United States" and to codify these standards in Chapter 34 Environment as Article 34-III. No budget adjustment is needed.

3. **Business Registry Ordinance** **Ordinance***
Approval of an Ordinance establishing a business registry. No Budget Adjustment is needed.
4. **Short-term Rental Registration** **Ordinance***
Approval of an ordinance requiring short-term rentals to register with the business registry, if the business registry is approved. No Budget Adjustment is needed.
5. **Agreement with Junk-King for Code Compliance Litter Removal** **Resolution**
Resolution for City Council approval to enter into an agreement with Need Junk LLC DBA Junk-King for the Code Compliance Litter Removal. No Budget Adjustment is needed.
6. **Waive Competitive Bidding - Ka-Comm Inc. for Storm Siren Radios** **Ordinance***
Ordinance with an emergency clause, waiving bids to purchase 18 radios from Ka-Comm INC in order to start upgrading the city storm warning system to be compatible with the new radio system that will come online in 2024. An emergency clause is needed in order to execute the Purchase Order prior to year-end of 2023. No Budget Adjustment is needed.
7. **Recognizing a Grant from the Bentonville Moves Coalition & City Thread** **Resolution**
The Fire Department would like to recognize a \$2,500.00 grant received from the Bentonville Moves Coalition and City Thread. This grant will be used to design conceptual renderings of a "Safety Town" concept for the City of Bentonville. A Budget Adjustment will be needed to recognize and allocate funds.
8. **Budget Adjustment to Reallocate Operating Funds for Bentonville Animal Services** **Resolution**
Resolution approving a budget adjustment in the amount of \$26,514.36, allocating funds from account #105060-42090 Other Operating Supplies to account #105060-47390 Improvement Other Building/Other for the purchase of a cantilever shade structure for the animal services facility courtyard. A budget adjustment is needed to reallocate budgeted operating funds for this capital item.
9. **Resolution Authorizing an Increase to the 2021 GTS Agreement for Construction Observation** **Resolution**
Resolution authorizing an increase to the Bentonville Public Library's agreement with GTS, Inc., for construction observation and testing services, in amount not to exceed \$40,000.00 total. No Budget Adjustment is needed.
10. **Resolution Entering into an Agreement with Bibliotheca for Software Licensing** **Resolution**
Resolution authorizing the Mayor and City Clerk to enter into an agreement with Bibliotheca, in an amount not to exceed \$38,250.00, for annual product warranties, software licensing, service, and technical support for Bentonville Public Library. No Budget Adjustment is needed.
11. **Ordinance to Waive Competitive Bidding for Overdrive, Inc.** **Ordinance***
Ordinance to waive competitive bidding requirements in an amount not to exceed \$72,500.00 to Overdrive, Inc. for ebooks, downloadable audiobooks, magazines and other digital products for Bentonville Public Library (BPL). An emergency clause is requested so as to not interrupt service. No Budget Adjustment is needed.

12. **Appointment of Patti Constantakis to Advertising & Promotion Commission** **Board Appointment**
Mayor Stephanie Orman recommends Patti Constantakis for appointment to Bentonville's Advertising & Promotion Commission. This term will begin on January 1, 2024 and will expire December 31, 2027.
13. **Reappointment of Daniel Hintz to Advertising & Promotion Commission** **Board Appointment**
Mayor Stephanie Orman recommends Daniel Hintz for reappointment of a second term to Bentonville's Advertising & Promotion Commission. This term will begin on January 1, 2024 and will expire December 31, 2027.
14. **Resolution Amending the 2023 Budget Reallocating Funds for Various Account Deficits** **Resolution**
Approve a Resolution authorizing a budget adjustment from General Fund Reserves and Utility Fund Reserves into various accounts. Reallocating budgeted payroll funds from Sewer to Water addressing forecasted deficits.
15. **Resolution Obtaining Workers Compensation Insurance for 2024** **Resolution**
Approving a Resolution to obtain workers compensation coverage for January 1, 2024 through Key Risk - Berkley Casualty. A Budget Adjustment is needed for the increased coverage cost.
16. **Bentonville Municipal Airport Grant for Exit Lights for Mid-field Connector** **Resolution**
Resolution accepting a grant in the amount of \$12,000.00 from the Walton Family Foundation for exit only lights for the mid-field connector at the Bentonville Municipal airport. A Budget Adjustment is needed to allocate funds.
17. **Public Hearing and Ordinance Vacating Utility Easement (VAC23-0021)** **Ordinance***
Public hearing and ordinance vacating a Utility Easement Vacation located at Block 9, Lot 2 of Dogwood Place Subdivision (VAC23-0021).
18. **PIIP22-0029 Rainbow Curve Improvements Acquisition - ORC Work Order/MSA Amendment** **Resolution**
Resolution amending fees for appraisal services, as approved by City Council Resolution 03-28-23H, for Rainbow Curve improvements acquisitions, in an amount not to exceed \$211,250.00. No budget adjustment required.
19. **HWY 71B/12th St/Tiger Blvd Project - Change Order #3** **Resolution**
Resolution allowing the Mayor and City Clerk to authorize Change Order #3 with N.E.C., Inc. for the Tiger Blvd Intersection Improvement Project, in the amount of \$17,820.26. A Budget Adjustment is needed.
20. **TEC Staffing Services Contract Amendment for Name Change** **Resolution**
Resolution authorizing the Mayor and City Clerk to amend the Professional Services Agreement with TEC Staffing Services to reflect the name change of the company to HireQuest DBA Snelling. No Budget Adjustment is needed.

21. **Waiver of Competitive Bidding for the 2024 Downtown Bentonville Inc. Agreement** **Ordinance***

Ordinance approving a bid waiver to Downtown Bentonville, Inc., and authorizing the Mayor and City Clerk enter into an agreement for services for 2024. No Budget Adjustment is needed.

22. **Parks & Recreation Advisory Board Appointments** **Board Appointment**

City Council approval of Mayor Orman's recommendation to appoint Allyson de la Houssaye and Kristen Kuhlow for the first term to the Parks and Recreation Advisory Board and the reappointment of Ryan Hollingsworth for a second term. Their terms will expire on December 31, 2026.

II. Utility Board

1. **Award Bid IFB-23-60 for Yearly Street Materials** **Resolution**

Resolution to Award Bid IFB-23-60 for Yearly Street Materials to Benton County Stone. Approved by Utility Board 5-0. No Budget Adjustment is needed.

2. **Waive Competitive Bidding - Holophane Lighting** **Ordinance***

Ordinance waiving competitive bidding for the purchase and delivery of various decorative poles, arms and light fixtures on an as needed basis from Holophane, for the City of Bentonville Inventory Department. Approved by Utility Board 5-0. No Budget Adjustment is needed.

3. **Agreement with Frost Oil Company for Fuel Purchase** **Resolution**

Resolution authorizing Mayor and City Clerk to enter into an agreement with Frost Oil Company for the purchase of fuel (unleaded and Dyed #2 Ultra Low Sulfur diesel) for a 5-year term. Approved by Utility Board 5-0. No Budget Adjustment is needed.

4. **Waive Competitive Bidding - Techline for 3 Phase Transformers** **Ordinance***

Ordinance to waive competitive bidding to purchase 3 phase transformers from Techline, in an amount not to exceed \$358,678.00 plus applicable taxes. Approved by Utility Board 5-0. No Budget Adjustment is needed.

5. **Waive Competitive Bidding - Mueller Company for Various Water Meters** **Ordinance***

Ordinance waiving competitive bidding for the purchase and delivery of various Mueller water meters on an as needed basis from Mueller Company for the City of Bentonville Inventory Department. Approved by Utility Board 5-0. No Budget Adjustment is needed.

6. **Waive Competitive Bidding - Henard Utility Products, Inc. for Various Badger Water Meters** **Ordinance***

An ordinance waiving competitive bidding for the purchase and delivery of various Badger water meters on an as needed basis from Henard Utility for the City of Bentonville Inventory Department. Approved by Utility Board 5-0. No Budget Adjustment is needed.

7. **Waive Competitive Bidding - Core & Main for Various Sensus Water Meters** **Ordinance***

Ordinance waiving competitive bidding for the purchase and delivery of various Sensus water meters on an as needed basis from Core and Main, for the City of Bentonville Inventory Department. Approved by Utility Board 5-0. No Budget Adjustment is needed.

8. **Waive Competitive Bidding - Superior Auto Group for Five (5) Half Ton Truck Replacements** **Ordinance***

Ordinance requesting City Council approval of a Waiver of Bid Request to purchase five half-ton trucks from Superior Auto Group for \$45,060.00 each. All five trucks are replacements within our existing fleet. All the trucks are experiencing mechanical issues and are more than 10 years of age. Utility Board approved 4-0. No budget adjustment is needed.

9. **ARDOT Utility Relocation Agreement, ARDOT Project 090512 (Hwy 112)** **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with the Arkansas State Highway Commission for relocation of utilities associated with ARDOT Project 090512 - Springdale Bypass - Hwy 12 P.E. Route 112, Section 2, Benton County. Utility Board approved this item 5-0. A budget adjustment is required for this project.

10. **Agreement with PW Tech for the WRRF Volute Dewatering Press Drum Overhaul** **Ordinance***

Ordinance for a Waiver of Bid to enter into an agreement with PW Tech to purchase and install (4) ES-350 series Ring Recharge. This is a sole source item that was not budgeted for 2024, but should fall under account 44-40 for unexpected repairs. The Volute Dewatering Press malfunctioned unexpectedly one week after the 2024 budget was approved. Passed Utility Board 5-0. No budget adjustment is needed.

III. Planning

1. **Lot Split - Lots 9-17, Block A of Orchard Addition (LS23-0021) -407 Southeast B Street & 410 Southeast C Street** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance accepting a lot split of Lots 1 & 2, Block A of Orchard Addition, creating new Lots 9-17, Block A of Orchard Addition to the City of Bentonville, Arkansas; and for other purposes.

2. **Lot Split - Lots 12, 13, 14, 15, and 16 of Loesche Subdivision (LS23-0058) -801 Northwest 8th Street** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance accepting a lot split of Lots 10 & 11 of Loesche Subdivision, creating new Lots 12-16 of Loesche Subdivision to the City of Bentonville, Arkansas; and for other purposes.

3. **Rezoning - Jacobs Group - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential (RZ23-0084) -1104 Fillmore Street** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance changing real estate in the City of Bentonville, Arkansas, from its present

zoning classification of R-1, Low Density Single Family Residential, to DN-2, Downtown Medium Density Residential; and for other purposes.

4. **Future Land Use Map Amendment - Resolution**
Market District II, LLC - Low Density
Residential to High Density Residential
(PUD23-0001) 1003 Southeast 4th

Street -

The Planning Commission voted 7-0, recommending approval.

A Resolution amending the City of Bentonville Future Land Use Map for a specific area from Low Density Residential to High Density Residential; and for other purposes.

5. **Rezoning - Market District II LLC - R-1, Ordinance***
Low-Density Single-Family Residential
to Planned Unit Development (PUD)
(PUD23-0001) -1003 Southeast 4th Street

The Planning Commission voted 7-0, recommending approval.

An Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to PUD, Planned Unit Development; and for other purposes.

- IV. **Motion by City Council to cancel the December 26, 2023, City Council meeting and resume regular schedule on January 9, 2024.**

Public Comments on Tonight's Agenda Items (Limited Public Forum)



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Shelli Kerr obo Dan Weese
Phone:	479-271-6822	For Department(s):	Planning, Engineering
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Stormwater Ordinance Amendment
Action Recommendation & Justification:	Ordinance amending the Stormwater Pollution Prevention and Erosion Control Standards (Ord. No. 2006-167) to remove the term and definition "Waters of the United States" and to codify these standards in Chapter 34 Environment as Article 34-III. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	A recent Supreme Court ruling in Sackett v EPA, May 2023 and a subsequent Environmental Protection Agency (EPA) final rule amended the definition of protected "Waters of the United States" making it no longer applicable to these regulations.
Amount for Approval:	\$ 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

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ORDINANCE NO. _____

AN ORDINANCE AMENDING AND CODIFYING THE STORMWATER
POLLUTION PREVENTION AND EROSION CONTROL STANDARDS;
REPEALING REDUNDANT OR CONFLICTING CODES;
AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville adopted Stormwater Pollution Prevention and Erosion Control Standards with Ordinance No. 2006-167 on Oct. 24, 2006;

WHEREAS, a recent Supreme Court ruling in *Sackett v EPA*, May 2023 and a subsequent Environmental Protection Agency (EPA) final rule amended the definition of protected “*Waters of the United States*” making the term no longer applicable to these regulations;

WHEREAS, in compliance with the Supreme Court and EPA ruling, “*Waters of the United States*” should be removed from the Stormwater Pollution Prevention and Erosion Control Standards; and

WHEREAS, the Stormwater Pollution Prevention and Erosion Control Standards should be codified in the Bentonville Municipal Code.

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

Section 1: That the *Stormwater Pollution Prevention and Erosion Control Standards* adopted in 2006 with Ord. No. 2006-167 should be and is hereby amended by deleting the following from Section 100 General Provisions, (c) Definitions:

~~*Waters of the United States: all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and the flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to water identified in this definition; and any waters within the federal definition of "waters of the United States" at 40 CFR Section 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.*~~

Section 2: That the *Stormwater Pollution Prevention and Erosion Controls Standards* as adopted by Ord. No. 2006-167 and herein amended, should be codified in the Bentonville Municipal Code at Chapter 34 Environment as Article 34-III;

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

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

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Shelli Kerr
Phone:	479-271-6822	For Department(s):	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Business Registry Ordinance
Action Recommendation & Justification:	Approval of an Ordinance establishing a business registry. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	See memo.
Amount for Approval:	\$ 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

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MEMO



TO: City Council
FROM: Bentonville Planning
CC DATE: December 12, 2023
RE: Business Registry Ordinance

Items in red were added following the Nov. 13, 2023 Committee of the Whole meeting.

A. HISTORY

- Dec. 14, 2021: Staff presented to City Council a draft ordinance to establish a business license. The item was tabled to January 25, 2022.
- Jan. 25, 2022: Staff presented the proposed ordinance again with one change to exempt Home Occupations – Type A from requiring a business license. No action was taken. Comments received from City Council included:
- Consider fees as related to business size;
 - Avoid adding more requirements for local businesses;
 - Limit costs related to implementation and administration;
 - Determine applicability for home-based businesses; and
 - Determine applicability for those with multiple LLCs.
- Summer 2023 Staff began working on a proposal to establish a business *registry* instead of a *license*. The difference being that the city is not granting permission to operate a business in Bentonville, but rather gathering business-related information for planning and economic development purposes.
- Nov. 13, 2023 Staff presented to City Council a proposal to establish a business registry. This was informational only. Comments from council members included that only a single registration be required per owner, no matter how many locations, and several expressed concern/lack of support for a business registry. Council agreed to vote on an ordinance at the Dec. 12, 2023 City Council meeting.

SUPPORT

There is widespread support for establishing a business registry in Bentonville, internally and externally. Individual departments (Planning, Fire, Police, Building Inspections, Water and Sewer) benefit from having a central location of up-to-date business information. Current business and employment data will provide much needed data to assist in planning for Bentonville's future and proactively guiding economic development.

Other civic organizations (Bentonville Area Chamber of Commerce, Visit Bentonville and Downtown Bentonville, Inc.) have also expressed their support and its benefit to them and the community.

B. FEEDBACK

On October 9, 2023, staff presented the proposed Business Registry Program to several business owners. The presentation included a review of the draft ordinance, an overview of the draft registration page, a walk-through of the proposed interactive business map and draft webpage. The group generally supported the business registry approach and primarily had questions about the interactive map and how best to communicate if a business registry is adopted. The notes from that presentation are provided as an attachment to this memo.

D. PURPOSE

The primary reason for implementing a business registry is to create a central repository of accurate and up-to-date details about businesses located in Bentonville, including contact information, business type and employment numbers. The data provided by a business registry benefits the City of Bentonville, the Bentonville Area Chamber of Commerce, the Bentonville Advertising and Promotions Commission (A&P), and Downtown Bentonville, Inc. (DBI) as they address economic development and planning for the future. Other benefits include the following:

- **Updated contact information.** A central location to document and quickly and easily access contact information in cases of emergency or enforcement.
- **Group notifications.** A system that allows the city to collectively notify all local businesses of changes to codes, new regulations, emergencies, or public meetings.
- **Start-up support:** Provides business owners with the information they need and a point of contact to facilitate a more efficient process to opening a business in Bentonville. This would include guiding businesses to other permits that may be needed, such as a sign permit.
- **Business promotion:** The program proposes an interactive business map designed to promote businesses that would like to participate. GIS has prepared a map that will show locations, details, and limited analytical data on businesses in Bentonville. This serves as another option for business promotion and marketing.
- **Inspection scheduling.** The Fire Department already inspects commercial properties. The current method of creating a database is by driving around. With a central location of business information, the Fire Department would have more current business information and save time in building their database.
- **Supports the Community Plan:** Chapter 6 Commerce and Industry of the 2018 Community Plan recommends implementing a business registration or licensing system to better track and quantify growth and shifts in different commercial and industrial sectors. Implementing a business registry is in support of Bentonville's adopted Community Plan.

E. PROPOSED BUSINESS REGISTRY ORDINANCE

1. Applicability

The intent is for all businesses with a location in Bentonville to register. The following conditions would require a business registration:

- Existing businesses
- New businesses
- Each location in Bentonville (except auxiliary/support locations)
- Relocation of business
- Change in ownership
- Non-profits (fee waived)
- Home-based businesses - Type B only
- Mobile vendors
- Temporary or seasonal business

2. Exemptions

The following establishments are exempt from registering a business.

- Persons under age 18.
- Persons engaged in fundraising drives.
- Temporary business associated with festival and events for the duration of the festival or event.
- Religious entities.
- Home-based businesses - Type A.
- Entities conducting business in Bentonville but do not have a physical location in Bentonville.

3. Fees

- Initial registration fee for all businesses: \$25.00
- Annual renewal fee for all businesses: \$15.00
- Prorated fee of \$12.50 after July 1, starting in 2025.
- Non-profits are exempt from the registration and renewal fees. On the registration form, when “nonprofit” is selected, the fee is automatically removed from the registration form.
- The intent of requiring a fee to register a business is to establish a value to the registry and contribute to the cost of administration.

4. Registration Process

Business Registration Process
Existing Businesses
(Proposed 2023)



- **Online.** Bentonville GIS created an online registration form that is simple, short and straightforward for ease of use, guiding the applicant through the process step-by-step. GIS created the registration in software the city already uses. No additional software is needed.
- **Limited questions.** The registration form asks for general information including: business name, description of business, physical address, mailing / billing address, business phone, type of business (NAICS code), type of ownership (corporation, sole proprietorship, limited liability, partnership, non-profit), number of employees (ft and pt), description of business, new or existing, and whether the business would like to be displayed on the GIS map.
- **Payment Options.** Once all information is complete, the registrant selects the “submit” button and it will take them to the payment page. There are a variety of online payment options including debit card, credit card and PayPal.
- **Email verification.** Once the form and payment are complete, an email will be sent to confirm registration and will include the registration certificate to be displayed at the business location. It will include a reminder to renew at the end of the year.

The verification email will also include a link to other permits that may be required, depending on specific conditions or business types. Example provide below:



Code Compliance Form

- ☐ Construction of a new building
- ☐ Addition to an existing building
- ☐ Parking improvements
- ☐ The business is a restaurant.
- ☐ Installation of a permanent sign

Sign Permit

- ☐ New Permanent Sign
- ☐ Replacement of Sign Face
- ☐ Temporary Sign

Engineering Permits

- ☐ Vacation of an alley or easement
- ☐ Development within a floodplain
- ☐ Site grading
- ☐ Retaining Wall
- ☐ Work in city right-of-way

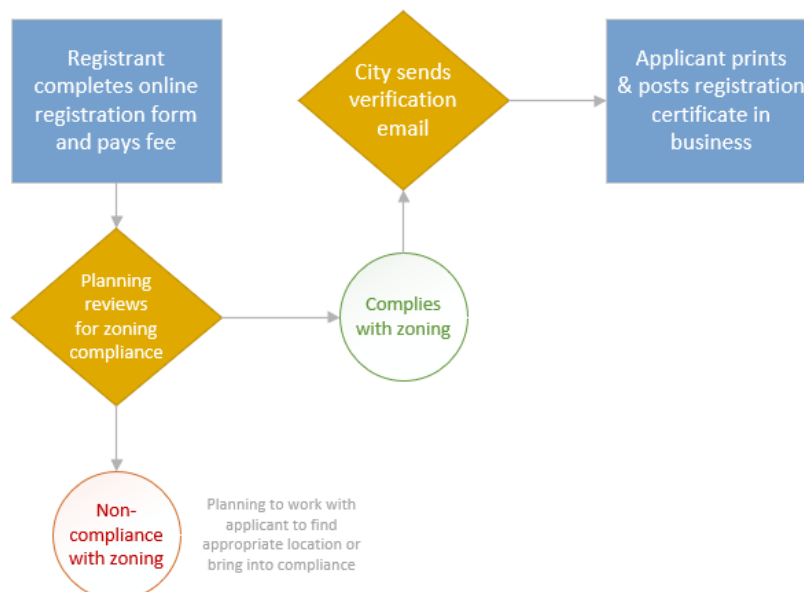
5. Annual Renewal

- Annual online renewal required. Renew between Nov. 1 – Dec. 31.
- Receive notification via email of renewal.

F. NOTES ABOUT THE PROPOSED PROGRAM

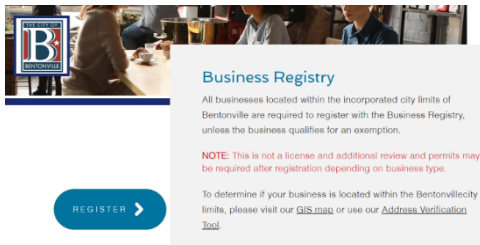
1. **Not a license.** The proposed program is not a license giving permission to operate a business in Bentonville. It is only providing the city with information about the business.
2. **No review for existing businesses.** Since the proposed program is not a license, the process is streamlined to ensure all businesses are able to easily register without going through a lengthy review process.
3. **No inspection to register.** An inspection is not required as part of the registration process or to complete registration. The Fire Department will continue to conduct commercial inspections as currently required, but the business registry will allow the Fire Department to better maintain up-to-date contact information and manage inspection schedules.
4. **New business/new owner.** New businesses have 60 days to register from the time they commence business activities in Bentonville. The registration is non-transferrable; new owners also have 60 days to register with the new ownership information.
5. **Multiple businesses at one location.** If multiple businesses are located in a single location in Bentonville with the same owner, only one registration and one fee is required.
6. **Multiple locations.** If an owner owns a business with multiple locations in Bentonville, only one registration and fee is required for all locations. This is the primary change from the informational item presented at City Council on Nov. 13, 2023.
7. **Zoning verification.** Starting in January 2025, Planning will review new businesses for zoning verification to ensure the business is located in the correct zoning district. If the business is consistent with zoning, the registration is complete. If the review finds issues, Planning staff will work with the business to bring them into compliance. The zoning review should take between 1 to 3 days. Businesses registration renewals will be exempt from this process.

Business Registration Process
New Businesses Starting January 1, 2025
(Proposed 2023)



G. PROGRAM RESOURCES

Webpage



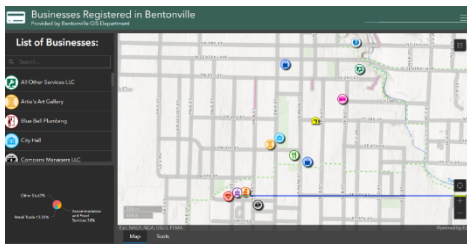
A dedicated webpage has been created to provide information about the registry program, FAQ's, applicability information and how to register and when to renew.

Online Registration



The registration process is online with a simple application form and online payment options. The registration form provides direction and examples on how to fill out and submit the form. Completing the form should take less than five minutes.

Interactive Business Map



At the time of registration, businesses can choose to opt-in to display their business on the interactive business map created and managed by the city GIS department. The information displayed will include the business name, location, and phone number. The map will list businesses by type, offer search functions, calculate distance and direction, and business type distribution charts. This map will be web-based and open to the public. No app is proposed at this time.

Dedicated Staff

Community & Economic Development Planner

479-271-3122

planning@bentonvillear.com

Bentonville Planning will provide dedicated staff to manage the program but also serve as a liaison between the business and the city. The liaison can direct businesses to the right department to answer questions or apply for specific permits. These responsibilities will be added to the job duties of an exiting position in the planning department. The proposed program does not require additional staff since most of the processing is completed automatically by the person registering.

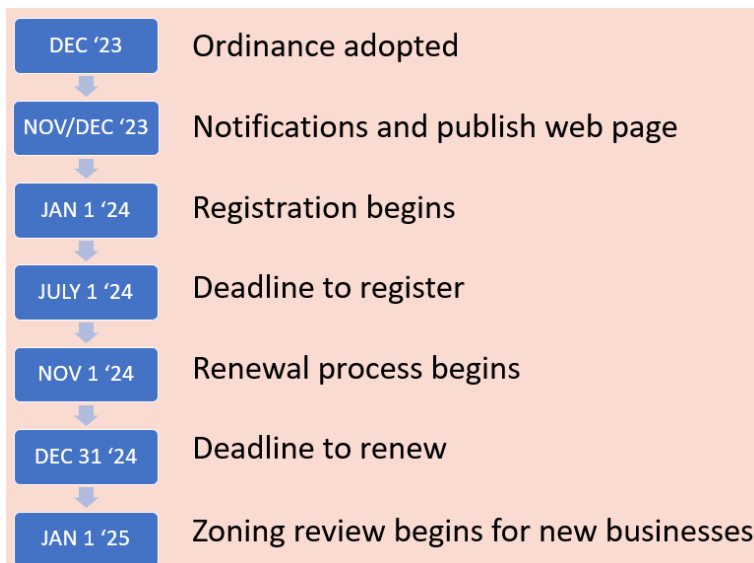
H. ADMINISTRATION

The program would be administered by Bentonville Planning, with the following responsibilities:

- Administration and management of business registry program.
- Start-up support for new businesses needing guidance with city codes and processes.
- Gather and manage data on businesses in Bentonville.
- Serve as a liaison to the business community.
- Provide support for business-related permits, such as outdoor vendor and parklets.

I. PHASED IMPLEMENTATION

Upon adoption of an ordinance, Bentonville Planning will set up a detailed schedule for implementation, following the general schedule below. This will include a robust communication strategy to notify businesses and the community of the new registry and online map.



Attachment
Business Registry Stakeholder Meeting, Oct. 9 @ 10 am

Attendance: Ashley Wardlow, Mark Bray, Ace Rouse, Sapna Ramachandran, Dana Schlagenhaft

Staff: Shelli Kerr, Tyler Couch, Tyler Overstreet

Shelli and Tyler Couch presented the proposed program, including a review of the ordinance, registration page, interactive map and webpage.

Comments:

Dana –

Is the map navigation available to the public? Yes, it is available to the public and is available on your phone or tablet, anything with GPS.

Is it a browser or an app? It is a browser. We could look into an app at a later date.

DBI is working on this now, particularly maps and would be open to collaborating. Since communication will be important, they are happy to include in their promotions. Think about how you'll let people know about this specific map compared and encourage its use instead of google maps, which people are already used to.

Support: Yes, DBI supports the registry. DBI also has an intern working solely to identify businesses and collect contact information, so a city-operated business registry would be a significant benefit to DBI.

Mark –

How will a new owner know they have to register? The City will have a landing page on the website related to new businesses and have a primary contact person regarding new businesses.

A strong communication program is essential. Integrate into existing permitting process to help communicate the new regulations.

What would be the timing on review for zoning compliance? One to three working days. Zoning reviews are relatively quick and straightforward. The zoning compliance will not be applicable to existing businesses but will apply to new businesses starting January 1, 2025.

Support: Yes, Mark supports the registry and the need for the information. However, he does not see the direct benefit to individual businesses or how he would use it.

Ashley –

Why was a registry vs a license selected? When a proposed business licenses ordinance was presented to Council nearly two years ago, council wanted something that did not add significant regulation or burden on businesses. It was determined that a registry would allow the city to gather the data in a simple, straightforward manner with little review and approval needed.

Sapna –

Reinforced the importance of communicating any new requirements for business. Needs to be clear and reach as many as possible. She said she would assist in spreading the word.

Consider a video to promote the registry as well as show businesses the simply process of registering and the benefit of the map.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE BENTONVILLE MUNICIPAL CODE;
ENACTING A CHAPTER WHICH CREATES A BUSINESS REGISTRY;
REQUIRING ALL BUSINESSES AND NON-PROFITS WITH LOCATIONS IN
BENTONVILLE CITY LIMITS TO BE REGISTERED;
AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville has determined that collecting accurate business data to track business growth, employment and development has significant value for planning and economic development purposes; and

WHEREAS, accurate reporting of new businesses entering Bentonville and current contact information will assist Central Dispatch with maintaining up-to-date 911 information and the Fire Department in managing required inspections.

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

Section 1: That *Chapter 18-IV Business Registry* of the Bentonville Municipal Code is hereby adopted with the following *Attachment A: Business Registry*, one electronic and one paper copy of which is on file with the City Clerk and is hereby referred to, adopted and made part hereof as though it were copied herein fully;

Section 2: That the initial fee to register a business shall be twenty-five dollars (\$25.00). The annual renewal fee shall be fifteen dollars (\$15.00). Starting July 1, 2025, the registration fee may be prorated to twelve dollars and fifty cents (\$12.50) for any registrations after July 1 for the calendar year. Non-profits shall be exempt from the initial registration fee and annual renewal fees;

Section 3 - Effective date: That this Ordinance shall go into effect on January 1, 2024 to begin the process of business registration with the requirement that all applicable existing entities shall have registered their business by July 1, 2024;

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

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders, or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

Attachment A
ARTICLE 18-IV
BUSINESS REGISTRY

Sec 18-401 Business registry established

The City of Bentonville Business Registry is hereby established. The Business Registry will contain contact and general information about businesses with a physical location in Bentonville. The purpose of this Article is to:

- establish a system to track the business inventory in the City of Bentonville to enhance public safety services;
- provide a means of contact for the owner or designated agent of the business; and
- support efforts to retain, expand, and diversify the City's economy and for future planning purposes.

Sec. 18-402 Business registration required

- (a) It shall be unlawful for an establishment that meets the applicability requirements of Sec. 18-403, unless specifically exempted in Sec. 18-404, to operate and conduct business without first registering with the City of Bentonville Business Registry and renewing annually as long as the establishment continues to operate.
- (b) *New businesses.* New businesses, businesses locating to Bentonville or entities to which these provisions become applicable in the future shall register within sixty (60) days of their move into Bentonville or commencement of activities in Bentonville.

Sec 18-403 Applicability

The provisions of this Article shall apply to the following entities with a physical location in Bentonville:

- (a) businesses, institutions, corporations, LLCs, LLPs, partnerships, sole proprietorships;
- (b) non-profit associations or corporations;
- (c) individuals;
- (a) home-based occupations classified as a Type B in the Zoning Code;
- (d) non-governmental entities in any trade, service, or occupation that operates out of a physical address within the Bentonville City limits.

Sec. 18-404 Exemptions from business registry

The following persons, entities, or establishments are exempt from the business registry requirement:

- (b) Persons under eighteen years of age;
- (c) Persons engaged in fundraising drives or enterprises for the public benefit such as schools or City government;
- (d) Temporary businesses associated with festivals and special events for the time period of the festival or event;
- (e) Religious entities that do not perform other business-related functions, such as childcare or education;
- (f) Home-based occupations classified as a Type A in the Zoning Code; or
- (g) Entities conducting business in Bentonville but not having a physical Bentonville location.

Sec. 18-405 Renewal required annually.

Registration is effective for a calendar year of January 1 to December 31. Every applicable business or other entity identified in Sec. 18-403 shall renew their registration annually and pay the renewal fee as adopted by City Council. Annual renewals for existing businesses on the registry shall be completed between November 1 and December 31 each year. If a business does not renew by December 31 each year, a new registration is required along with payment of the full registration fee.

Sec. 18-406 Business registration process.

- (a) *Registration submittal.* Owners of businesses that meet the applicability requirements in Sec. 18-403, and do not meet any exemption criteria established in Sec. 18-404, shall submit a complete online registration consistent with the policies and procedures established by the City.
 - (1) *Multiple businesses at one location.* If multiple businesses are located in a single location in Bentonville with the same owner, only one registration is required. The primary business must be listed on the registration.
 - (2) *Multiple locations.* If an owner owns a business with multiple locations in Bentonville, only one registration is required but each location must be listed. Any auxiliary locations used in connection with the activities of the principal business location shall not be required to be listed.
- (b) *Registration information.* The registration shall include, but not be limited to the following:
 - (1) *Contact information.*
 - a. Business Name;
 - b. Physical Address;
 - c. Mailing Address;
 - d. Business Phone;
 - e. Primary Contact name, mobile phone number, and email address; and
 - f. Emergency Contact name, mobile phone number, and e-mail address
 - (2) *Business information.*
 - a. Business classification using the North American Industry Classification System (NAICS);
 - b. Description of Business;
 - c. Type of ownership;
 - d. Number of employees, both full-time and part-time; and
 - b. Indicate if the business can be listed on the City's GIS mapping website.
- (c) *Payment of fee.* The fee for registering a business in the amount as adopted by City Council shall be paid at the time of registration.
 - (1) *Multiple businesses at one location.* If multiple businesses are located in a single

location in Bentonville with the same owner, only one registration fee is required.

(2) *Multiple locations.* If an owner owns a business with multiple locations in Bentonville, only one registration fee is required.

(d) *Zoning Compliance.* Starting Jan. 1, 2025, once registration has been submitted and the fee is paid, the Planning Department will have seven (7) business days to conduct a zoning review. This will not apply to renewals.

(e) *Registration confirmation.* Prior to Jan 1, 2025, registration will be confirmed digitally once the registration form is complete and payment paid. After Jan.1, 2025, after the Planning Department has conducted the zoning review, the registration shall be complete. The primary contact shall be notified digitally that registration is complete and provide additional information as necessary. The applicant will be able to self-print the official registration or may pick up the registration at City Hall.

Sec. 18-407 Display of registration.

Every business and other entity registered shall prominently display the business registration near any licenses required for the business and issued by a government entity. The business registration shall be displayed where customers or visitors entering the establishment will be able to view the business registration.

Sec. 18-408 Business registry nontransferable or assignable

The business registration is not transferable, nor assignable. Upon the sale, merger, or transfer of business ownership, the new owner must submit a new business registration within sixty (60) days of the date of transfer or reopening of the establishment.

Sec. 18-409 Administration

(a) *Planning department.* The Planning Department shall create and maintain the registry, receive and process registrations, and enforce the requirements of this Article in a timely and efficient manner.

(b) *Contact.* The Planning Director shall designate a contact person for the business registry.

(c) *Enforcement.* Enforcement will follow the City's policies and procedures established for property maintenance code enforcement.

Sec. 18-410 Penalty

Any person doing business in the City without first registering and paying the registration fee, willfully or knowingly making any false statement in the registration, or without renewing and paying the renewal fee provided for in this Article, shall, upon conviction, be deemed guilty of a violation of the Bentonville Municipal Code (BMC) and subject to the penalty provisions contained in BMC [Sec. 1-8](#).



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Shelli Kerr
Phone:	479-271-6822	For Department(s):	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Short-term Rental Registration
Action Recommendation & Justification:	Approval of an ordinance requiring short-term rentals to register with the business registry, if the business registry is approved. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	See Memo.
Amount for Approval:	\$ 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!

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MEMO



TO: City Council
FROM: Bentonville Planning
CC DATE: December 12, 2023
RE: Short-term Rental Registration Ordinance

Items in red were added following the discussion at the Nov. 13, 2023 Committee of the Whole meeting.

A. HISTORY

Since 2020, staff has received questions and comments from local residents about the impact short-term rentals (STRs) have on local neighborhoods.

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

March 9, 2021: Results of the staff study were presented to City Council. No action taken.

February 13, 2023: Staff presented updated report and City Council formed the Short-term Rental Workgroup with Resolution No. 2-28-23B.

November 13, 2023 Staff presented to City Council a draft proposal to establish a registration process for short-term rentals. This was informational only. Council agreed that this should be part of the business registry, if the business registry is approved. Comments from council members included that only a single registration be required per owner, no matter how many locations, and several expressed concern/lack of support for short-term rental registry. Council agreed to vote on an ordinance at the Dec. 12, 2023 City Council meeting.

B. SHORT TERM RENTAL WORK GROUP

Resolution No. 2-28-23B established the role of the work group to conduct an analysis of the short-term rental environment in Bentonville by:

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

The Short-term Rental Work Group met six times, once per month between May and September. These are the primary efforts and activities of the work group:

- Gathered data regarding number of short-term rentals in Bentonville and specifically downtown: 71 STRs within 0.5 miles of downtown, over 300 within 2 miles; 4% of housing stock in Bentonville are STRs.
- Gathered data regarding occupancy rates.
- Identified the issues and concerns with STRs: noise from STRs being used for parties and events, on-street parking, lack of property maintenance, not knowing the people coming in and out of STRs, and a lack of sense of community, breakdown of neighborhood structure and unity, children's safety, over-occupancy, and the rights of STR owners over the rights of their neighbors.
- Determined that in most cases the platform (such as AirBnB) is paying the lodging tax on behalf of the STR operator.
- Considered a community survey and decided not to proceed.
- Studied other cities and state efforts to regulate or manage short-term rentals.
- Established a definition of short-term rentals and differentiated between types as well as bed and breakfast.
- Requested data from Police Department on calls to short-term rentals, however, without knowing they are used for short-term rentals, there is no way to gather that data.
- Discussed pros and cons of regulations, licenses and registration.
- At the September 2023 meeting, three motions were made and voted upon:
 - The first motion was to make no recommendation/take no action. This resulted in a 5:5 tie vote.
 - The second motion was to recommend the draft ordinance with three modifications: (1) correcting a spelling error, (2) removing the requirement that the designated agent must live in Bentonville, and (3) add the existing city code section regarding use of recreation vehicles for residential uses. This also resulted in a 5:5 tie vote.
 - The third motion was to approve the ordinance with the first three modifications and add one more modification: that the person responsible for registering is the owner or the long-term lessee. This passed with a 6:4 vote.

All minutes of the Short-term Rental Work Group are available for review online at <https://www.bentonvillear.com/592/Agendas-Minutes> by selecting "Short-term Rental Work Group" as the event type.

C. PURPOSE

The purpose of requiring short-term rentals to register with the business registry is to:

- establish a system to track the short-term rental inventory in the City of Bentonville,
- provide a means of contact for the owner or designated agent of the short-term rental, and
- allow private property owners the right to fully and efficiently utilize their property without undue regulation or interference.

D. PROPOSED SHORT TERM RENTAL REGISTRY

1. Short-term rentals would register with the business registry. The original proposal was to establish a separate short-term rental registry. City Council agreed that if there is to be a short-term rental registry, it should be combined with the business registry (if the business registry is approved) so there is only one process.

2. Short-term rental lodging defined

Short-term rental lodging is a permanent residential dwelling unit, portion of a dwelling unit, accessory dwelling unit or a single room within a residential dwelling unit leased and/or rented to a single guest or single guest group for short-term lodging for a period not to exceed thirty (30) consecutive days. A guest group is defined as all guests staying in the short-term rental under the same registration or lease agreement. There are two types of short-term rentals as follows.

- (1) *Short-term rental, Type 1.* A short-term rental where the principal use of the property remains as a full-time residence and the short-term rental is an accessory use. This does not include a bed and breakfast, which is separately defined and regulated in the Zoning Code.
- (2) *Short-term rental, Type 2.* A short-term rental where the principal use of the property, or unit in the case of multifamily, is for a short-term rental and no portion of the property, or unit in the case of multifamily, is occupied by a permanent resident.

3. Applicability

Those establishments that meet the definition of short-term rental lodging described above would be required to register **with the business registry**.

Exemptions:

- (a) *Long-term residential lease.* A permanent residential dwelling unit, portion of a dwelling unit, accessory dwelling unit or single room within a residential dwelling unit leased and/or rented to a single guest or single guest group, for long-term residential purposes for a period longer than thirty (30) consecutive days.

(b) *Limited short-term lease.* A permanent residential dwelling unit, portion of a dwelling unit, accessory dwelling unit or single room within a residential dwelling unit leased and/or rented to a single guest or single guest group, for less than (30) days in any calendar year.

4. **Fees.** The fee is that of the business registry. There is no separate fee for a short-term rental.
5. **Registration Process.** The registration process will follow that of the business registry.
6. **Annual Renewal.** Annual renewals will follow that of the business registry.

E. NOTES ABOUT THE PROPOSED PROGRAM

1. **Applicant.** The person responsible for registering the short-term rental is the person or entity operating the short-term rental, whether it is the owner of the property or a long-term lessee.
2. **Not a license.** The proposed program is not a license giving permission to operate a short-term rental in Bentonville. It is only providing the city with information about the establishment.
3. **No review required.** Since the proposed program is not a license, the process is streamlined to ensure all short-term rentals can easily register without a lengthy review process.
4. **No inspection required.** A Fire Department inspection is not required as part of the registration process or to complete the registration.
5. **New short-term rental/new owner.** New short-term rentals have 60 days to register from the time they commence activities in Bentonville. The registration is non-transferrable; new owners also have 60 days to register with the new ownership information.
6. **Multiple rentals at one location.** If multiple short-term rentals are located in a single location with the same owner, only one registration and one fee is required.
7. **Multiple locations.** If a short-term rental operator has several short-term rentals with multiple locations in Bentonville, only one registration and fee is required for all locations. This was adjusted based on comments from the Nov. 13, 2023, Committee of the Whole.
8. **Zoning districts allowed.** Short-term rental lodging is allowed in zoning districts that allow residential or lodging uses.

F. ADMINISTRATION

The program would be administered by Bentonville Planning, as it would fall under the Business Registry Administration.

G. PHASED IMPLEMENTATION

Upon adoption of an ordinance, the implementation schedule will follow that of the business registry ordinance.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BENTONVILLE MUNICIPAL CODE CHAPTER
18-IV BUSINESS REGISTRY; REQUIRING ALL SHORT-TERM RENTALS
LOCATED IN BENTONVILLE CITY LIMITS TO REGISTER WITH THE BUSINESS
REGISTRY; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville has determined that collecting accurate short-term rental data to track their growth has significant value to the City of Bentonville and the Bentonville Convention & Visitors Bureau; and

WHEREAS, accurate reporting of short-term rentals in Bentonville and current contact information will assist Central Dispatch with maintaining up-to-date 911 and providing efficient response times;

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

Section 1: That Chapter 18-IV Business Registry of the Bentonville Municipal Code is hereby amended with the following *Attachment A: Short Term Rental Registration*, one electronic copy and one paper copy of which is on file with the City Clerk, is hereby referred to, adopted, and made a part hereof as though it were copied herein fully;

Section 2: That Bentonville Municipal Code, Appendix A Zoning Code is hereby amended with the following *Attachment B: Zoning Code Amendments*, one electronic copy and one paper copy of which is on file with the City Clerk, is hereby referred to, adopted, and made a part hereof as though it were copied herein fully;

Section 3: That Bentonville Municipal Code, Article 86-III Tax on Gross Receipts of Hotels, Motels, and Restaurants should be and the same is hereby amended with the following:

Sec 86-46 Levied

- (1) *Hotel and motel. A tax of two percent is hereby levied on the portion of the gross receipts or gross proceeds received from the renting, leasing or otherwise furnishing of hotel, motel, or ~~short-term condominium~~ rental accommodations for sleeping, meeting, or party room facilities for profit in the city, but such accommodations shall not include the rental or lease of such accommodations for periods of 30 days or more.*

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

Attachment A
SHORT-TERM RENTAL REGISTRATION

Underline text to be added; strikethrough text to be deleted; sections not shown to remain unchanged.

Article 18-IV Business Registry

Sec. 18-403 Applicability

The provisions of this Article shall apply to the following entities with a physical location in Bentonville:

- (a) businesses, institutions corporations, LLCs, LLPs, partnerships, sole proprietorships;
- (b) non-profit associations or corporations;
- (c) individuals;
- (a) home-based occupations classified as a Type B in the Zoning Code;
- (d) non-governmental entities in any trade, service, or occupation that operate out of a physical address within the Bentonville city limits;
- (e) short-term rental lodging as defined in the Zoning Code; and
- (f) bed and breakfast as defined in the Zoning Code.

Sec. 18-404 Exemptions from business registry

The following persons, entities, or establishments are exempt from the business registry requirement:

- (a) Persons under eighteen years of age;
- (b) Persons engaged in fundraising drives or enterprises for the public benefit such as schools or City government;
- (c) Temporary businesses associated with festivals and special events for the time period of the festival or event;
- (d) Religious entities that do not perform other business-related functions, such as childcare or education;
- (e) Home-based occupations classified as a Type A in the Zoning Code;
- (f) Entities conducting business in Bentonville but do not have a physical Bentonville location.
- (g) Long-term residential lease. A permanent residential dwelling unit, portion of a dwelling unit, accessory dwelling unit, or single room within a residential dwelling unit leased and/or rented to a single guest or single guest group, for long-term residential purposes for a period longer than thirty (30) consecutive days; or
- (h) Limited short-term lease. A permanent residential dwelling unit, portion of a dwelling unit, accessory dwelling unit, or single room within a residential dwelling unit leased and/or rented to a single guest or single guest group, for less than thirty (30) days in any calendar year.

Sec. 18-406 Business registration process.

- (b) *Registration information.* The registration should include, but not be limited to the following:
 - a. *Contact information.*
 - a. Business Name;
 - b. Physical Address;
 - c. Mailing Address;

- d. Business Phone;
 - e. Primary Contact name, mobile phone number, and email address; and
 - f. Emergency Contact name, mobile phone number, and e-mail address.
- b. *Business information.*
- a. Business classification using the North American Industry Classification System (NAICS);
 - b. Description of Business;
 - c. Type of ownership;
 - d. Number of employees, both full-time and part-time;
 - e. Indicate if the business can be listed on the city's GIS mapping website; and
 - f. If a short-term rental, the following shall also be provided:
 - i. The type and total number of dwelling units located on the lot of record; and
 - ii. Identification as a Type 1 or Type 2 short-term rental as defined in the Zoning Code, Sec. 201.02 Definitions.

ATTACHMENT B
ZONING CODE AMENDMENTS

Underline text to be added; strikethrough text to be deleted; sections not shown to remain unchanged.

ARTICLE 200 DEFINITIONS

Sec. 201.02 Definitions of Terms and Uses

Lodging, Bed and Breakfast: An owner-occupied single-family dwelling unit that contains no more than five (5) guest rooms where the principal use is to provide short-term lodging, with or without meals provided, for compensation to multiple guest groups at a time. Short-term lodging shall be defined as lodging for a period not to exceed ~~twenty-one (21)~~ thirty (30) days. A guest group is defined as all guests staying in the short-term rental under the same registration or lease agreement. This term does not include short-term rental lodging which is separately defined.

Lodging, Short-term Rental. A permanent residential dwelling unit, portion of a dwelling unit, accessory dwelling unit, or a single room within a residential dwelling unit leased and/or rented to a single guest or single guest group for short-term lodging for a period not to exceed thirty (30) consecutive days. A guest group is defined as all guests staying in the short-term rental under the same registration or lease agreement. There are two types of short-term rentals as follows:

- (a) *Short-term rental, Type 1.* A short-term rental where the principal use of the property remains as a full-time residence and the short-term rental is an accessory use. This does not include a bed and breakfast, which is separately defined and regulated in the Zoning Code.
- (b) *Short-term rental, Type 2.* A short-term rental where the principal use of the property, or unit in the case of multifamily, is for a short-term rental and no portion of the property, or unit in the case of multifamily, is occupied by a permanent resident.

ARTICLE 601 USE REGULATIONS

Sec. 401.05 Table of Uses for Zoning

SERVICES	Use Regs.	A1	RE	R1	R2	R3	R4	R- C2	R- C3	R- MH	R- ZL	RO	DN- 1	DN- 2	DN- 3	DN- 4	C1	C2	C3	DC	DE	I1	I2
<u>Lodging, Short-term Rental, Type 1 and Type 2</u>		<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>	<u>●</u>			



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Shelli Kerr
Phone:	479-271-6822	For Department(s):	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Agreement with Junk-King for Code Compliance Litter Removal
Action Recommendation & Justification:	Resolution for City Council approval to enter into an agreement with Need Junk LLC DBA Junk-King for the Code Compliance Litter Removal. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	This agreement is based upon their submission to the City's for Request for Proposal-23-34. Junk-King RFP-23-34 submission is based on a per unit price.
Amount for Approval:	\$

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

SERVICE CONTRACT: RFP-23-34-Code Compliance Litter Removal

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Need Junk LLC DBA Junk King, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Submission (attached hereto as **Exhibit A**) to the City’s Request for Proposals-23-34-Code Compliance Litter Removal (attached hereto as **Exhibit B**). The work shall consist of performing the services, including all labor, material, equipment, products and all other items necessary to perform the work, as set forth in this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be a City of Bentonville Code Enforcement Officer, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, renewable annually upon mutual written agreement for a total maximum contract term not to exceed three (3) years, commencing on the effective date of this Contract.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

b. Service Call Timeline:

1. The awarded proposer shall respond to the appropriate City Code Compliance Officer within three (3) business days from the date of notification that a service call is required by the City.
2. Litter removal shall be completed within seven (7) business days from the date of notification that a service call is required by the City, or as approved and agreed upon in writing between the Parties.



CITY OF BENTONVILLE, ARKANSAS

c. Any changes to the Term of this Contract or to the Service Call Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders and Amendments. Any changes to the Scope of Work shall be handled via Change Order or Amendment to this Contract, as applicable. No Change Order or Amendment shall be approved unless approved in writing by the City. All Change Orders or Amendments must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the change. The City shall not be responsible for changes in work unless the Change Order or Amendment is pre-approved in writing by the City.

1. Owner's (City's) Contingency: Not applicable

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract. It shall be at the sole discretion of the City to determine if a site is considered "clean". If any site is not considered "clean" by the appropriate City Code Compliance Officer, the awarded proposer must work in a timely manner to correct the site and bring it to the "clean" standard. Time shall not be accrued for the correction of a site; no additional payment will be made for the correction of a site.

[This space intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the costs as defined below for actual work performed. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. Any deliberate attempt to extend a bracket will be grounds for immediate termination. Fees and contingencies shall be as follows:

a. Total Fee: Not applicable

b. Fee Schedule:

Standard Time Bracket Charges:

Bracket 1: Up to 1 hour (minimum) Maximum CY (cubic yards): 4 Maximum Weight: 1,000 lbs (pounds) Bracket 1 Unit Price: \$338.00
Bracket 2: Over 1 hour, up to 5 hours Maximum CY: 7 Maximum Weight: 2,000 lbs Bracket 2 Unit Price: \$678.00
Bracket 3: Over 5 hours (no limit) Maximum CY: 10 Maximum Weight: 4,000 lbs Bracket 3 Unit Price: \$898.00



CITY OF BENTONVILLE, ARKANSAS

Additional Costs (in addition to Bracket Unit Price when applicable)

Any additional cost/overage charge shall be documented by one of the two methods:

- Cubic Yards: Shall be verified by a Code Compliance Officer
- Weight: Shall be verified by certified scale ticket(s)
 - Contractor must have the tare weight of the vehicle and/or trailer (whichever applies) documented, or must obtain the tare weight from the certified scale prior to loading.

Cubic Yard Overage: \$70.00/CY above maximum in bracket*

*This overage shall apply when the materials/work falls within a specific hour bracket, but the amount of litter is greater than the maximum cubic yards listed in the bracket. The overage shall be calculated per CY increments rounded to the nearest whole cubic yard (i.e. no half CY calculations will be considered).

Weight Overage: \$5.00/100 lbs above the maximum in bracket*

*This overage shall apply when the materials/work falls within a specific hour bracket, but the weight of litter is greater than the maximum weight listed in the bracket. No weight overage shall apply for less than 100 lbs over the bracket's weight maximum. The overage shall be calculated per 100lb increments rounded to the nearest 100 lbs. (i.e. 450 lbs would be charged at 500 lbs).

c. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice to the City upon 100% completion of a service call (as approved by the City) for review and approval prior to payment.



CITY OF BENTONVILLE, ARKANSAS

a. The submitted invoice must be itemized, clearly defined and match the contracted pricing (unit prices). Any reimbursements must be included as a line item on the invoice and all documentation must be submitted in a single file or email, all together. Failure to adhere to this requirement will result in rejection of the invoice and delayed payment until a compliant invoice is submitted.

b. Payment will not be made for incomplete or out of spec work. Any correction shall be at the awarded Proposer's expense. The City reserves the right to cancel a service call or request a replacement, whatever is in the City's best interest.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.



CITY OF BENTONVILLE, ARKANSAS

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in **Exhibit B**, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth in **Exhibit B** will result in the direct breach of this Contract and subsequent termination.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

13. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is



CITY OF BENTONVILLE, ARKANSAS

being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

14. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

15. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibits attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

16. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

17. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

18. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

19. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

20. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.



CITY OF BENTONVILLE, ARKANSAS

21. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

22. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to **Exhibit B**.

[Signature Page Follows]

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
(Signature)
Name (printed): _____
Title: _____

Need Junk LLC DBA Junk King

Address: _____



EXHIBIT A

CONTRACTOR'S SUBMISSION TO RFP-23-34



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-23-34	Date of Issuance:	October 8, 2023
Brief Description:	Code Compliance Litter Removal		
Agency:	The City of Bentonville, Arkansas: Planning Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	October 31, 2023	Proposal Submission Deadline: (Time)	4:00 PM CST
Proposals must be received by the Purchasing Department prior to 4:00 PM CST on Tuesday, October 31, 2023. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	<u>Outer packaging</u> must be sealed and properly marked with the following information: • Proposal Number: RFP-23-34 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712
Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is October 25, 2023 at 4:30 PM CST			



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PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

**EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA
(REQUIRED RESPONSE FORM)**

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM: <i>Need Junk LLC</i>	PHONE NUMBER: <i>479-644-4300</i>	FAX NUMBER:	
EMAIL: <i>Mike.Needham@Junk-king.com</i>		<i>AR</i>	
BUSINESS STREET ADDRESS: <i>3307 SW 14th St. Suite A. Bentonville, AR</i>		STATE: <i>AR</i>	ZIP: <i>72712</i>
SIGN: 	DATE: <i>10/17/23</i>		
PRINTED OR TYPED NAME: <i>Mike Needham</i>		TITLE: <i>Owner</i>	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):			

Addenda Acknowledgement

Proposers may use this space to acknowledge any Addenda issued to this solicitation, or they may acknowledge Addenda via inclusion in their submitted Proposal. Any Addenda issued require acknowledgement.

Addendum Number & Date of Issuance	Initial to Acknowledge



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Invoicing:

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

The submitted invoice must be itemized, clearly defined and matching the contracted pricing (unit prices). Any reimbursements must be included as a line item on the invoice and all documentation must be submitted in a single file or email, all together. Failure to adhere to this requirement will result in rejection of the invoice and delayed payment until a compliant invoice is submitted.

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

X **Invoice upon 100% completion of a service call (As approved by the City)**

Payment will not be made for incomplete or out of spec work. Any correction shall be at the awarded Proposer's expense. The City reserves the right to cancel a service call or request a replacement, whatever is in the City's best interest.

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accounts payable@bentonvillear.com

All invoices must reflect City of Bentonville, Arkansas Sales Tax, and any other applicable tax, as required or as applicable (this may include showing the tax calculation or including a statement that Bentonville, AR sales tax is included). Required correction in invoices may result in delayed payment. The awarded Proposer is encouraged to contact the City's Accounts Payable Department (via the above email) with any advanced questions regarding invoicing and invoicing requirements prior to submitting their first invoice.

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

PROPOSAL PRICE FORM (REQUIRED RESPONSE DOCUMENT)

Submitters shall complete this Section and include it in the Proposal. Failure to complete this Section and include it in the Proposal may result in rejection of the Proposal. Submitters may include additional information related to charges and fees on separate papers and include that information in their Proposal, however Proposers are prohibited from modifying the Proposal Price Form.

N/A (Not Applicable), NC (No Charge/free or included), or NQ (No Quote/Not included or offered) are acceptable entries. All areas where pricing response is required are colored RED and are in bold with dollar symbols (\$). Where entries are marked with a zero or otherwise marked indicating no charge, the City will evaluate that Proposal based on the service being offered as specified at no charge (free/included). In the event that a Submitter does not offer the specified service (example NQ), the Selection Committee will use that information in their evaluation of the Proposal. Submitters are encouraged to include additional information in the event that a N/A, NC, 0, or NQ entry is used in the pricing fields.

The Unit Prices shall include all costs, including but not limited to: all **tax**, labor, products, material, equipment, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work. All prices shall be rounded to the nearest cent.

The total price paid per service call will be calculated as follows:

- Standard time bracket unit price (base charge)
- Plus additional overage charge(s)
- Plus verified disposal fees
- Plus dumpster reimbursement fees

Brackets are governed by the hours, not the cubic yards or weight. When there are overages in the cubic yards or weight, the additional charges shall apply.

Definitions:

CY – cubic yards lbs – pounds

1. Standard Time Bracket Charges

Bracket 1: Up to 1 hour (minimum) Maximum CY: 4 Maximum Weight: 1,000 lbs Bracket 1 Unit Price: \$ <u>338</u>
Bracket 2: Over 1 hour, up to 5 hours Maximum CY: 7 Maximum Weight: 2,000 lbs Bracket 2 Unit Price: \$ <u>678</u>
Bracket 3: Over 5 hours (no limit) Maximum CY: 10 Maximum Weight: 4,000 lbs Bracket 3 Unit Price: \$ <u>898</u>



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PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

2. Additional Costs (in addition to Bracket Unit Price when applicable)

Any additional cost/overage charge shall be documented by one of the two methods:

- Cubic Yards: Shall be verified by a Code Compliance Officer
- Weight: Shall be verified by certified scale ticket(s)
 - Contractor must have the tare weight of the vehicle and/or trailer (whichever applies) documented, or must obtain the tare weight from the certified scale prior to loading.

Cubic Yard Overage: \$ 70 /CY above maximum in bracket*

*This overage shall apply when the materials/work falls within a specific hour bracket, but the amount of litter is greater than the maximum cubic yards listed in the bracket. The overage shall be calculated per CY increments rounded to the nearest whole cubic yard (i.e. no half CY calculations will be considered).

Weight Overage: \$ 5 /100 lbs above the maximum in bracket*

*This overage shall apply when the materials/work falls within a specific hour bracket, but the weight of litter is greater than the maximum weight listed in the bracket. No weight overage shall apply for less than 100 lbs over the bracket's weight maximum. The overage shall be calculated per 100lb increments rounded to the nearest 100 lbs. (i.e. 450 lbs would be charged at 500 lbs).

Dumpster Rental Reimbursement

Minimum CY: 20

No Submission pricing applicable – cost is based on verified receipt.

This reimbursement shall not apply unless the minimum cubic yards apply. When the cubic yard amount is 20 cubic yards or more and dumpster rental becomes necessary (based on the Contractor's determination), the City will reimburse for the exact cost of the dumpster rental only if the Contractor provides the following documentation for reimbursement:

- Receipt from the dumpster rental company showing a breakdown of all costs and the total. The receipt must have at least the company name, date, line item costs, applicable taxes, and total.
- There shall be no Contractor "mark-up" or profit added to the cost.
- A Code Compliance Officer shall verify that the amount of litter meets the 20 cubic yard minimum.
- All lease requirements listed in this document shall apply to any rental or lease of a dumpster.



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PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Need Junk LLC DBA Junk King

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

OR

☒ Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

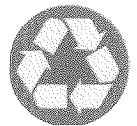
mn Initials

What is Junk King?:

Junk King is a full service Junk Removal company that has been in business for almost 3 years in Northwest Arkansas. We service Business customers, National account customers and household customers. We have a 4.9 star rating on Google with over 325 reviews!

We operate 2 dump trucks and maintain a shop in Bentonville that houses our tools and supplies and serves as storage for our recycling efforts.

Junk King is the “greenest” junk removal company in America. We focus on recycling and reusing as much as possible to keep as much as possible out of the landfill. We have recycled over 100,000 pounds of metal in each of the past 2 years. We properly dispose of tires and refrigerated appliances at the Benton County Solid Waste District.



References:

Client: Rich Seapak
Contact: Todd Toombs
Phone: 479-283-9993
Address: 2701 SE J street, Suite 100, Bentonville, AR
Work: Office demo and clearing of illegal dumping at the business as needed.

Client: PMI Property Management
Contact: Manvi Huyan
Phone: 479-579-9562
Address: 25 N Block Avenue, Fayetteville, AR
Work: Eviction clean outs and removal of waste in dumpster area for several apartment complexes.

Client: Jennifer Jones
Contact:
Phone: 479-586-5165
Address: 3906 SW Hansom Loop, Bentonville, AR
Work: Eviction clean outs of rental property with multiple code violations. 135 Cubic yards of junk removed in one week.



Insurance Requirements:

Junk King is already fully compliant with your insurance requirements. Once chosen, Junk King will have the city of Bentonville added as additionally insured. We have experience in this area with other clients.



Qualifications, Experience, Competence and Capacity:

We have **two dump trucks** that carry a full assortment of tools necessary to complete most any job. Our trucks have **tarp covers to ensure that litter is properly transported and disposed of at a qualified facility.**

For large or heavy items our trucks have a ramp and wench. If we run into something that can't be managed by the team or the wench we have access to a vast assortment of rental equipment such as a skid steer.

Over the past 3 years we have completed over 3,600 jobs and estimates! The vast majority and of jobs are completed within one day of notification.

We currently remove approximately 50 tons of waste, junk, recyclables from our customers per month.

We have completed jobs up to 135 cubic yards in less than a weeks time.



Method of doing work:

Our trucks are running every day and adding jobs for the city would not strain our capacity.

Our trucks have tarp covers to make sure waste is contained until dropped at a qualified facility.

Large or heavy items are rarely an issue. Our trucks have a ramp and wench and the bed tilts to help with large items like hot tubs... If we run into something that can't be managed by the team or the wench we have access to a vast assortment of rental equipment such as a skid steer.

We currently remove approximately 50 tons of waste, junk, recyclables from our customers per month.

We have completed jobs up to 135 cubic yards in less than a weeks time.



Proposed Cost: Form included

Summary:

Bracket 1: \$338

Bracket 2: \$678

Bracket 3: \$898

Cubic Yard Overage: \$70

Weight Overage: \$5



Special Consideration: Our trucks have 18 yards of capacity so most jobs would be mixed with other jobs to drive efficiency. We would ONLY need to charge for dump fees on jobs that are 18 yards or more. Also, in the past three years we have never had to rent a dumpster to complete a job.





EXHIBIT B

CITY OF BENTONVILLE SOLICITATION RFP-23-34-Code Compliance Litter Removal



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: October 8, 2023

NOTICE

Code Compliance Litter Removal REQUEST FOR PROPOSALS (RFP)-23-34

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured companies for code compliance litter removal throughout Bentonville City limits, on an as-needed and as-requested basis. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years. The City's intent is to award this solicitation to a single Proposer; however, the City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest. No part of this contract shall conflict with the City's contracted trash service or storm debris removal.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication.

The deadline for submission of a Proposal in response to this request is October 31, 2023 at 4:00 PM CST. Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is October 25, 2023 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Administration



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-23-34	Date of Issuance:	October 8, 2023
Brief Description:	Code Compliance Litter Removal		
Agency:	The City of Bentonville, Arkansas: Planning Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	October 31, 2023	Proposal Submission Deadline: (Time)	4:00 PM CST

Proposals must be received by the Purchasing Department prior to 4:00 PM CST on Tuesday, October 31, 2023. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: RFP-23-34 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is October 25, 2023 at 4:30 PM CST



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EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA (REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. ***Unsigned Proposals will be rejected without exception.***

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:
EMAIL:		
BUSINESS STREET ADDRESS:	CITY:	STATE: ZIP:
SIGNATURE OF AUTHORIZED PERSON:		DATE:
PRINTED OR TYPED NAME:		TITLE:
ARKANSAS SALES OR USE TAX NUMBER (if applicable):		

Addenda Acknowledgement

Proposers may use this space to acknowledge any Addenda issued to this solicitation, or they may acknowledge Addenda via inclusion in their submitted Proposal. ***Any Addenda issued require acknowledgement.***

Addendum Number & Date of Issuance	Initial to Acknowledge



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SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured companies for code compliance litter removal throughout Bentonville City limits, on an as-needed and as-requested basis. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years. The City's intent is to award this solicitation to a single Proposer; however, the City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest. No part of this contract shall conflict with the City's contracted trash service or storm debris removal.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

- B** Advertisement Published, Requesting Proposals: October 8, 2023
- B** **Deadline to Submit Questions: October 25, 2023 (4:30 PM CST)**
- B** **Deadline to Submit Proposals: October 31, 2023 (4:00 PM CST)**

**The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.*

PROPOSALS CANNOT BE EMAILED.

The City reserves the right to award the Contract in its best interest.



SCOPE OF WORK

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured companies for code compliance litter removal throughout Bentonville City limits, on an as-needed and as-requested basis.

- Proposer agrees to furnish all labor, equipment, transportation and all other items as necessary to perform the code compliance litter removal services, as needed and as specified, within Bentonville City limits.
- The term of the contract with the awarded Proposer shall be one (1) year. Upon mutual written agreement, the contract may be renewed annually in one (1) year increments for a maximum total term of three (3) years. Should the City and the awarded Proposer agree to renew, there shall be no change in terms and conditions or pricing.
- All service calls shall be in the City of Bentonville, Arkansas.
- Proposers are responsible for making themselves familiar with the Scope of Work prior to submitting a Proposal.
- Each service call will include all services that are industry standard when performing code compliance litter removal services, including but not limited to safely and legally loading the item(s) onto an appropriate transportation vehicle and transporting the item(s) to a disposal site.
- Items defined as litter for the purpose of this contract may include, but not be limited to trash or garbage, waste products from residential and/or commercial activity; or the refuse accumulations of animal, fruit or vegetable matter, rubbish, leaves, limbs, brush, logs, weeds, metal, plastic, paper, or other offensive odors, or which may provide a harborage for insects, flies or rodents, or may likely increase the risk of hazard of fire or constitute a public nuisance or which may create a condition offensive or dangerous to health, safety, aesthetics or public welfare generally.
- Pick-up and removal of vehicles is not included in this contract; however, tires, various car parts and accessories are included. The City shall have the final determination of an item being considered a vehicle.
- The awarded Proposer is not permitted to subcontract any part of the services described herein at any time, without advanced written approval from the City. Any subcontracted work shall be clearly defined in the Proposal Submission.
- The awarded Proposer will be required to sign a binding contract with the City of Bentonville, and provide a notarized Non-Collusion Affidavit (both the contract and Affidavit will be provided by the City).

Description of Work

General:

- A service call shall be defined as the removal of litter at a code violation location. There is no guarantee of a minimum number of service calls per contract term. The awarded Contract will not include routine/regular trash pick-up and is only for the purpose of clearing a property with an applicable code violation.
- A Code Compliance Officer will provide a photograph of the service call site when notifying the awarded proposer of a service call.



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General Continued:

- A City of Bentonville Code Compliance Officer must be present at the beginning and end of all code violation litter removal service calls, unless approved otherwise in writing by the City's contact. The Code Compliance Officer will inspect and verify the volume in cubic yards of the litter collected during the service call. The Contractor shall communicate with the Code Compliance Officer in regards to coordinating the end of the service call and the Officer's final inspection.
- The work shall occur during the normal working hours of the Code Compliance Officers of 8:00am to 4:30pm Monday through Friday, unless special circumstances occur and are pre-approved by the City. All work shall be completed, including the Officer's inspection, prior to the end of the normal working hours (4:30pm).
- The awarded proposer shall obey all City noise ordinances, and coordinate schedules with City Code Compliance Officers according to those ordinances.
- The awarded proposer shall respond to the appropriate City Code Compliance Officer within three (3) business days from the date of notification that a service call is required by the City. Litter removal shall be completed within seven (7) business days from the date of notification that a service call is required by the City, or as approved and agreed upon in writing between the Parties.
- It shall be at the sole discretion of the City to determine if a site is considered "clean". If any site is not considered "clean" by the appropriate City Code Compliance Officer, the awarded proposer must work in a timely manner to correct the site and bring it to the "clean" standard. Time shall not be accrued for the correction of a site; no additional payment will be made for the correction of a site.
- Spillage or tracking of the material on site or off site is prohibited. The Proposer shall be solely responsible for the prompt cleanup of any such spills. In the event of a spill, the Proposer shall notify the City of Bentonville immediately with the location and amount of materials spilled. The Proposer will be responsible for all clean-up costs and/or fines associated with any spill. The City of Bentonville reserves the right to inspect the site of the spill before and after the cleanup.
- The awarded Contractor shall immediately notify the City's Code Compliance Officer or other approved contact of any hazardous or unsafe work conditions existing on the site (including the existence of hazardous chemicals or other items that the Contractor cannot handle/haul). The City reserves the right to cancel the Service Call based on the existence of an unsafe work environment, however the City shall not be liable for any injuries or damages resulting from the performance of work.
- In the event that the site is brought to a clean or compliant status prior to the awarded Contractor arriving, or if the City determines the service call should be cancelled for any other reason, the Contractor shall not charge a cancellation fee or any other fee resulting from the cancellation to the City or to the property owner.
- The Proposer shall be responsible for maintaining insurance on any equipment used while performing work for this contract and will be required to provide proof of all insurances upon City's request at any time.
- No part of this contract shall conflict with the City's contracted trash service or storm debris removal.
- This contract shall not be applicable to declared FEMA disasters.



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Equipment:

- The Proposer shall provide a vehicle capable of legally transporting the litter to a disposal site.
- The Proposer shall own or have legal and documented access (such as a lease permitted for commercial use) to a tractor with a bucket or backhoe to remove larger and/or heavier items that can not be picked up with human force alone.
- The City shall have the final determination if the Contractor's equipment appears adequate for the performance of this Contract.
- If the Proposer leases equipment for use in performing services associated with this contract, the Proposer shall furnish proof of insurance for the rental, when requested, and shall release the City of all liability for leased equipment.
- The operator(s) of any equipment used while performing the work shall be properly licensed and qualified to use the equipment, and shall follow all federal, state and city laws and ordinances.
- For service calls that require multiple days, no equipment shall be left at the service call site overnight. All loaded material shall be hauled the same day as loading.

Disposal:

- The Proposer shall assume all responsibility for the safe handling, transportation and disposal of the material and shall take full title and ownership of all material(s) once the loaded transportation vehicle departs the service call site.
- Any disposal site that the Proposer uses to dispose of the litter must be meet all local, state and federal government regulations for accepting this material.
- It is the responsibility of the awarded proposer to transport and dispose of any hazardous materials properly and legally.
 - Submitters should include any items or materials that they do not (or will not) handle and/or transport in their Proposal Submission for the City's review.
- The Proposer may utilize any method of disposal that is legally acceptable in accordance with federal, state and local laws and regulations including, but not limited to: a permitted dedicated disposal site, a landfill site, or for the permitted processing of other use. Means and methods shall conform to all permit restrictions and conditions.
- The Proposer shall be responsible for choosing the permitted disposal site(s), and for ensuring that the sites are legal and applicably licensed prior to disposal.
- Awarded Proposer is permitted to dispose of yard waste at the Bentonville Compost Facility, located at 2000 NW A St. Awarded Proposer shall familiarize themselves with the policies and materials accepted at the Compost Facility, and shall strictly adhere to the rules, policies and requirements of the Facility. Accepted materials and policies may be viewed on the Compost Facility page on the City's website at: <https://www.bentonvillear.com/170/Compost-Facility>. Any questions regarding accepted materials or policies shall be directed to the Compost Facility. Failure to comply with the Facility's policies may result in the Contractor being prohibited from disposal at this Facility.

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Reimbursement:

- The City will reimburse for disposal fees with a verified disposal receipt submitted with an approved invoice. The disposal receipt must state, at minimum, the business name, business address, date of drop-off, and total disposal fees, including applicable taxes. The date of drop-off and dates of work completed must reasonably correlate; the City shall have the right to contest receipts for disposal fees if all requirements are not met or if the disposal receipt does not appear to apply to an invoice.
- Dumpster Rental/Disposal Reimbursement (minimum 20 cubic yards):
 - This reimbursement shall not apply unless the minimum cubic yards apply. When the cubic yard amount is 20 cubic yards or more and dumpster rental becomes necessary (based on the Contractor's determination), the City will reimburse for the exact cost of the dumpster rental only if the Contractor provides the following documentation for reimbursement:
 - Receipt from the dumpster rental company showing a breakdown of all costs and the total. The receipt must have at least the company name, date, line item costs, applicable taxes, and total.
 - There shall be no Contractor "mark-up" or profit added to the cost.
 - A Code Compliance Officer shall verify that the amount of litter meets the 20 cubic yard minimum.
 - All lease requirements listed in this document shall apply to any rental or lease of a dumpster.

Measurements:

Service call time bracket:

- The minimum billed service call time shall be one (1) hour (i.e. if Contractor is on-site for 30 minutes, 1 hour will be billed).
- The service call time shall not begin until both the awarded Proposer and the City Code Compliance Officer are on site.
- The service call start and end times shall be verified and approved by the City Code Compliance Officer.

Volume of litter in cubic yards (CY):

- Calculation: length x width x height/depth of the litter (in feet), divided by 27
- Cubic yard calculations shall be rounded up or down to the nearest whole cubic yard. If the number you are rounding is followed by 5, 6, 7, 8 or 9, round up. If the number you are rounding is followed by 0, 1, 2, 3 or 4, round down.

Weight of litter in pounds (lbs):

- Weight shall be verified by certified scale ticket(s).
- Contractor must have the tare weight of the vehicle and/or trailer (whichever applies) documented, or must obtain the tare weight from the certified scale prior to loading.
- Weight calculations shall be rounded up or down to the nearest 100lb increment. If the number you are rounding is followed by 5, 6, 7, 8 or 9, round up. If the number you are rounding is followed by 0, 1, 2, 3 or 4, round down.



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Invoicing:

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

The submitted invoice must be itemized, clearly defined and matching the contracted pricing (unit prices). Any reimbursements must be included as a line item on the invoice and all documentation must be submitted in a single file or email, all together. Failure to adhere to this requirement will result in rejection of the invoice and delayed payment until a compliant invoice is submitted.

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

X Invoice upon 100% completion of a service call (As approved by the City)

Payment will not be made for incomplete or out of spec work. Any correction shall be at the awarded Proposer's expense. The City reserves the right to cancel a service call or request a replacement, whatever is in the City's best interest.

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

All invoices must reflect City of Bentonville, Arkansas Sales Tax, and any other applicable tax, as required or as applicable (this may include showing the tax calculation or including a statement that Bentonville, AR sales tax is included). Required correction in invoices may result in delayed payment. The awarded Proposer is encouraged to contact the City's Accounts Payable Department (via the above email) with any advanced questions regarding invoicing and invoicing requirements prior to submitting their first invoice.

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Example Clean-up:

The following photo depicts a site which would have warranted use of a code compliance litter removal contractor. This photo is not intended to describe all future work, any guaranteed work, or any other reference besides providing a general understanding of a potential service call.



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Required Response Information

Responses to this Request for Proposals are required to, but are not limited to include the following information:

1. General Requirements:

Demonstrate the qualifications, competence and capacity of the company seeking to perform the services listed herein and provide the necessary items to do so and as requested.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

2. References for Similar Engagements:

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed. References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

3. Insurance:

Proposers are required to include proof of their ability to obtain the insurance, as described herein, after the Notice of Award has been issued and upon execution of the contract in their submission. Proposals that do not include proof of Proposer's ability to obtain the required insurance may be rejected. The Proposer shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the awarded Proposer's performance of the work; whether it is to be performed by the awarded Proposer, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
- 2) Comprehensive or Commercial General Liability: \$1,000,000.00 – Each Occurrence
- 3) Automobile Insurance: Statutory plus additional insurance required to insure trailers, equipment etc.

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention to demonstrating their ability to properly transport and dispose of litter, as specified in this RFP. Proposers shall include equipment proposed for use in performing the work, or the ability to obtain equipment.

5. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall be conveyed on the Proposal Price Form. All costs shall be conveyed rounded to the nearest cent.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.



RFP-23-34-Proposal Submission Checklist

This List has been included to provide Submitters with a checklist of Required Response Documents and information. All items on this list are required to be included in any response to RFP-23-34. This List is not meant to include items that any Submitter may choose to include in their Proposal Submission (such as additional information).

Required Response Documents and Information (all forms must be completed and included in the Proposal Submission):

- ☐ All Information in Required Response Section (in Submitter's preferred format)
- ☐ Execution of Proposal (Signature Page), FULLY COMPLETED AND SIGNED
- ☐ Proposal Price Form, FULLY COMPLETED
- ☐ Appendix A: Contractor/Vendor Disclosure, FULLY COMPLETED

Note: This Form is provided for Submitter reference only and is not a required response document in the

RFP-23-34 Proposal Submission



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PROPOSAL PRICE FORM (REQUIRED RESPONSE DOCUMENT)

Submitters shall complete this Section and include it in the Proposal. Failure to complete this Section and include it in the Proposal may result in rejection of the Proposal. Submitters may include additional information related to charges and fees on separate papers and include that information in their Proposal, however Proposers are prohibited from modifying the Proposal Price Form.

N/A (Not Applicable), NC (No Charge/free or included), or NQ (No Quote/Not included or offered) are acceptable entries. All areas where pricing response is required are colored RED and are in bold with dollar symbols (\$). Where entries are marked with a zero or otherwise marked indicating no charge, the City will evaluate that Proposal based on the service being offered as specified at no charge (free/included). In the event that a Submitter does not offer the specified service (example NQ), the Selection Committee will use that information in their evaluation of the Proposal. Submitters are encouraged to include additional information in the event that a N/A, NC, 0, or NQ entry is used in the pricing fields.

The Unit Prices shall include all costs, including but not limited to: all **tax**, labor, products, material, equipment, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work. All prices shall be rounded to the nearest cent.

The total price paid per service call will be calculated as follows:

- Standard time bracket unit price (base charge)
- Plus additional overage charge(s)
- Plus verified disposal fees
- Plus dumpster reimbursement fees

Brackets are governed by the hours, not the cubic yards or weight. When there are overages in the cubic yards or weight, the additional charges shall apply.

Definitions:

CY – cubic yards lbs – pounds

1. Standard Time Bracket Charges

Bracket 1: Up to 1 hour (minimum)

Maximum CY: 4

Maximum Weight: 1,000 lbs

Bracket 1 Unit Price: \$ _____

Bracket 2: Over 1 hour, up to 5 hours

Maximum CY: 7

Maximum Weight: 2,000 lbs

Bracket 2 Unit Price: \$ _____

Bracket 3: Over 5 hours (no limit)

Maximum CY: 10

Maximum Weight: 4,000 lbs

Bracket 3 Unit Price: \$ _____



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2. Additional Costs (in addition to Bracket Unit Price when applicable)

Any additional cost/overage charge shall be documented by one of the two methods:

- Cubic Yards: Shall be verified by a Code Compliance Officer
- Weight: Shall be verified by certified scale ticket(s)
 - Contractor must have the tare weight of the vehicle and/or trailer (whichever applies) documented, or must obtain the tare weight from the certified scale prior to loading.

Cubic Yard Overage: \$ /CY above maximum in bracket*

*This overage shall apply when the materials/work falls within a specific hour bracket, but the amount of litter is greater than the maximum cubic yards listed in the bracket. The overage shall be calculated per CY increments rounded to the nearest whole cubic yard (i.e. no half CY calculations will be considered).

Weight Overage: \$ /100 lbs above the maximum in bracket*

*This overage shall apply when the materials/work falls within a specific hour bracket, but the weight of litter is greater than the maximum weight listed in the bracket. No weight overage shall apply for less than 100 lbs over the bracket's weight maximum. The overage shall be calculated per 100lb increments rounded to the nearest 100 lbs. (i.e. 450 lbs would be charged at 500 lbs).

Dumpster Rental Reimbursement

Minimum CY: 20

No Submission pricing applicable – cost is based on verified receipt.

This reimbursement shall not apply unless the minimum cubic yards apply. When the cubic yard amount is 20 cubic yards or more and dumpster rental becomes necessary (based on the Contractor's determination), the City will reimburse for the exact cost of the dumpster rental only if the Contractor provides the following documentation for reimbursement:

- Receipt from the dumpster rental company showing a breakdown of all costs and the total. The receipt must have at least the company name, date, line item costs, applicable taxes, and total.
- There shall be no Contractor "mark-up" or profit added to the cost.
- A Code Compliance Officer shall verify that the amount of litter meets the 20 cubic yard minimum.
- All lease requirements listed in this document shall apply to any rental or lease of a dumpster.



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EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

Point Value: 20

1. Response

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.

Point Value: 30

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. Proposers should use this opportunity to convey to the City that they have the capacity to perform the work.
- Proposers should provide past experience, including but not limited to:
 - Services provided within the last three (3) years, including information about the frequency of the service.
 - References for whom the Proposer has provided the same or similar services.
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.
- Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).

Point Value: 35

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.

Point Value: 15

4. Price

- The Proposed Cost of Services, as described herein.
- The Proposed Cost of Services must only be conveyed on the Proposal Price Form. Deviation from using this form may be considered failure to be responsive and the Proposal may be rejected.



TERMS & CONDITIONS

1. Firms responding to this Request for Proposal (“RFP”) must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as “City”. The Proposer submitting a Proposal in response to this RFP will be referred to as “Proposer”, “Submitter”, “Provider”, or “Contractor” periodically throughout this RFP.
3. A City Code Compliance Officer may also be referred to as a Code Enforcement Officer throughout the awarded Contract and term; Code Compliance may also be referred to as Code Enforcement throughout the awarded Contract and term.
4. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-23-34
 - **Proposer’s Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.
5. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

There are no Proposal format restrictions, except as stated herein.

6. The City reserves the right to:
 - Reject any and all Proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
 - Adopt all or any part of the Proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
7. Any and all inquiries or requests for explanation in regard to the City’s requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

8. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.
9. All Proposals and other materials submitted shall become the property of the City.
10. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
11. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
12. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
13. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
14. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
15. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
16. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
17. **Term:** The term of the awarded Contract is one (1) year, renewable annually upon mutual written consent for a total maximum term of three (3) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
18. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
19. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
20. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
21. **Timeline:** The City intends to award the contract at the November 28, 2023 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

22. Investigation: It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

23. Proposer Qualifications: The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

24. Cancellation/Rescheduling: The City reserves the right to cancel the whole or any part of the Contract immediately if the Contractor fails to perform any of the provisions of the Contract. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds. In the event that Contractor is notified by the City of a reduction in services for lack of funds, Contractor may elect to terminate its services. If applicable laws or regulations are adopted or changed, if operational conditions change, and/or other external conditions change, any of which adversely affects Contractor's performance of service, Contractor may terminate this Contract on thirty (30) days advanced written notice to the City. In the event of termination for any reason, the City will pay Contractor for all services under this Contract performed by Contractor until the date of termination.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

- 25. Taxes and Other Costs:** The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.
- 26. Copyrights:** By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

OR

☐ Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

_____ **Initials**



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-23-34	Solicitation Title:	Code Compliance Litter Removal
RFI RESPONSE NUMBER	1	Date of Issuance:	October 19, 2023

TO: Prospective Submitters

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	Where can we locate the last award amount for this contract?	The City has not formally solicited this contract previously. In addition, the City does not release budget numbers or cost estimates while the solicitation is open.

[End of RFI Response 1]

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
ENTER INTO AN AGREEMENT WITH NEED JUNK, LLC D/B/A JUNK-
KING, FOR THE CODE COMPLIANCE LITTER REMOVAL; AND FOR
OTHER PURPOSES.**

WHEREAS, Junk King submitted a proposal in response to RFP23-34;

WHEREAS, the agreement is based on the fee schedule provided in the Contractor's Submittal for actual work performed; and

WHEREAS, invoices will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a service contract with Need Junk, LLC d/b/a Junk King for code compliance litter removal per the fee schedule, as needed;

Section 2: The cost is per the fee schedule as provided on the contractor's submission to RFP-23-24 for actual work performed;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Jeremy Metcalf
Phone:	479-271-3151	For Department(s):	Fire
Email:	jmetcalf@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waive Competitive Bidding - Ka-Comm Inc. for Storm Siren Radios
Action Recommendation & Justification:	Ordinance with an emergency clause, waiving bids to purchase 18 radios from Ka-Comm INC in order to start upgrading the city storm warning system to be compatible with the new radio system that will come online in 2024. An emergency clause is needed in order to execute the Purchase Order prior to year-end of 2023. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	The funds were budgeted in 2023 for storm siren maintenance/repairs. This is the first step towards upgrading the storm sirens to be compatible with the new city wide radio system and will keep us from having to maintain two separate systems. There will be additional cost in 2024 as we work towards migrating the current system to our new radio system. The waiver of bid is due to Ka-Comm being selected as our radio service provider for our new radio system.
Amount for Approval:	\$ 44,840.25

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

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ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF EIGHTEEN (18) STORM SIREN RADIOS; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED FORTY-FOUR THOUSAND EIGHT HUNDRED FORTY DOLLARS AND TWENTY-FIVE CENTS (\$44,840.25), WITH KA-COMM INC. FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Fire Department requests to purchase eighteen (18) Storm Siren Radios to begin upgrading the City storm warning system;

WHEREAS, Ka-Comm was selected as our radio service provider for the new radio system therefor it is neither practical or feasible to solicit competitive bids;

WHEREAS, the need for these radios is immediate due to compatibility with the new radio system that will come online in 2024; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Ka-Comm Inc., for the purchase of an eighteen (18) Storm Siren Radios, in an amount not to exceed forty-four thousand eight hundred forty dollars and twenty-five cents (\$44,840.25);

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

Section 3: This purchase will be made using budgeted funds;

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

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

Attest:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date: 12/12/2023	Submitted By: Justin Scantlin
Phone: 479-685-1096	For Department(s): Fire
Email: jscantlin@bentonvillear.com	

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☒ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Recognizing a Grant from the Bentonville Moves Coalition & City Thread
Action Recommendation & Justification:	The Fire Department would like to recognize a \$2,500.00 grant received from the Bentonville Moves Coalition and City Thread. This grant will be used to design conceptual renderings of a "Safety Town" concept for the City of Bentonville. A Budget Adjustment will be needed to recognize and allocate funds.
Additional Comments for Consideration (Optional):	These renderings will be used to gauge the interest from the community and possible community partners. They could also assist with the grant application process if community interest is strong enough to move forward with the project.
Amount for Approval:	\$ 2,500.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

102020-33810	Local Grants	\$	\$ 2,500.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102020-47390	Improv Other than Bldg/Other	\$ 2,500.00	\$
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):

2023 Bentonville Moves Coalition Mini-Grant Recipient

Congratulations! You are the recipient of a **\$2500** community mini-grant awarded from a collaboration between Bentonville Moves Coalition and City Thread. We are encouraged that this award will help you build excitement and support for safe, comfortable, and accessible mobility projects in Bentonville.

To accept this grant award, please email this completed form to Kyle Wagenschutz, kyle@citythread.org.

Date: _____

Your Name: _____

Organization Name (if applicable): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Please select one payment option from below:

Pay By Check

Make Check Payable To:

Mailing Address (if different than above):

Account Type (Checking/Savings):

Account Number:

ABA / Routing Number:

Pay By ACH Electronic Transfer

Name on Account:

Name of Banking Institution:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE BENTONVILLE MOVES COALITION & CITY THREAD IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE AND APPROPRIATE SAID GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department is awarded grant funds, in the amount of two thousand five hundred dollars (\$2,500.00), from the Bentonville Moves Coalition & City Thread to be used to design conceptual renderings of a “Safety Town” concept; and

WHEREAS, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with Bentonville Moves Coalition & City Thread in which Bentonville Fire Department will receive two thousand five hundred dollars (\$2,500.00) in grant funds;

Section 2: The 2023 Budget is hereby adjusted to recognize said grant funds into Account #102020-33810 - Local Grants;

Section 3: The 2023 Budget is further adjusted to appropriate said grant funds into Account #102020-47390 – Improvements Other than Bldg/Other;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Ray Shastid
Phone:	479-271-3172	For Department(s):	Animal Services
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Budget Adjustment to Reallocate Operating Funds for Bentonville Animal Services
Action Recommendation & Justification:	Resolution approving a budget adjustment in the amount of \$26,514.36, allocating funds from account #105060-42090 Other Operating Supplies to account #105060-47390 Improvement Other Building/Other for the purchase of a cantilever shade structure for the animal services facility courtyard. A budget adjustment is needed to reallocate budgeted operating funds for this capital item.
Additional Comments for Consideration (Optional):	The Bentonville Animal Services seeks City Council approval of a budget adjustment to reallocate operating funds from one account to another. The funds are available to transfer and will cover the purchase of a cantilever shade structure (36'L x 18"W x 10'H) for the animal services courtyard. The total cost includes all warranties, shipping, taxes, and installation.
Amount for Approval:	\$ 26,514.36

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: savings available from current budget

Budget Adjustment (to be completed by Finance when applicable)

105060-47390	Improv Other than Bldg/Other	\$ 26,514.36	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105060-42090	Other Operating Supplies	\$ (26,514.36)	\$
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):

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2023 BUDGET REALLOCATING
OPERATION FUNDS FOR THE BENTONVILLE ANIMAL SERVICES IN THE
AMOUNT OF TWENTY-SIX THOUSAND FIVE HUNDRED FOURTEEN
DOLLARS AND THIRTY-SIX CENTS (\$26,514.36); FOR THE PURCHASE OF
A CANTILEVER SHADE STRUCTURE; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Animal Services seeks City Council approval of a budget adjustment to reallocate operating funds from one account to another; and

WHEREAS, due to savings from the current budget, these funds are available to transfer and cover the purchase a needed cantilever shade structure for the animal services courtyard.

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

Section 1: The 2023 Budget is adjusted to appropriate twenty-six thousand five hundred fourteen dollars and thirty-six cents (\$26,514.36) from Account #105060-42090 Other Operating Supplies into Account #105060-47390 – Improvement Other Building/Other;

Section 2: This budget adjustment will cover the purchase of a cantilever shade structure for the animal services courtyard in the amount of twenty-six thousand five hundred fourteen dollars and thirty-six cents (\$26,514.36);

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

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

PASSED this ____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Authorizing an Increase to the 2021 GTS Agreement for Construction Observation
Action Recommendation & Justification:	Resolution authorizing an increase to the Bentonville Public Library's agreement with GTS, Inc., for construction observation and testing services, in amount not to exceed \$40,000.00 total. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	In 2021, GTS, Inc. was selected following the City's standard SOQ solicitation and selection process for procurement of professional services in accordance with state law. To-date \$32,702 has been spent with GTS and the company has provided timely and quality work. Minor changes have incurred slightly higher costs: additional boring tests, drilled pier depths and parking lot remodel requirements. Now that the cost for services will exceed \$35,000.00 Council approval is needed for the increase.
Amount for Approval:	\$ 40,000.00

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):

Estimated total project cost is \$38,602.00 and the Library Bond extension funds can easily cover the amount beyond what has already been encumbered for these services.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Page 87 of 253

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN INCREASE TO THE 2021
AGREEMENT WITH GTS, INC., FOR CONSTRUCTION OBSERVATION
AND TESTING SERVICES OF THE BENTONVILLE PUBLIC LIBRARY
EXPANSION, IN THE TOTAL AMOUNT OF FORTY THOUSAND DOLLARS
(\$40,000.00), AND FOR OTHER PURPOSES.**

WHEREAS, in 2021, GTS, Inc. was selected for construction observation and testing of the Bentonville Public Library expansion, through the City's SOQ process;

WHEREAS, minor changes, such as additional boring tests and parking lot remodel requirements, have caused slightly higher costs to be incurred which pushes this agreement over the threshold for City Council approval; and

WHEREAS, this is a budgeted item and will not exceed forty thousand dollars (\$40,000.00).

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

Section 1: The 2021 agreement with GTS, Inc., for construction observation and testing services of the Bentonville Public Library expansion, is increased to the total amount of forty thousand dollars (\$40,000.00);

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Entering into an Agreement with Bibliotheca for Software Licensing
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Bibliotheca, in an amount not to exceed \$38,250.00, for annual product warranties, software licensing, service, and technical support for Bentonville Public Library. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	Bibliotheca is a sole source, proprietary vendor for certain RFID hardware and software installed at the Library and Community Center, including self-check terminals, security gates, remote lockers and staff equipment. This is a professional service which cannot be bid. This annual cost is a budgeted 2024 project for the Library.
Amount for Approval:	\$ 38,250.00

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



Service & Maintenance/Extended Warranty Quote

Bill To

Bentonville Public Library
405 South Main Street
Bentonville AR 72712-5904
United States

Ship To

Bentonville Public Library
405 South Main Street
Bentonville AR 72712-5904
United States

Quote**QUO-US14122****Date**

11/02/2023

Customer:

C0007263-US

Payment Terms:

Net 30 Days

Quote Expiration:

01/31/2024

Contract Number:

20130

Term:

01/05/2024 - 01/04/2025

Item	Quantity	Net Price	Net Extended
remoteLocker 100 v3 central tower inc. RFID (black) B40920 Bentonville Community Center January 05, 2024 - January 04, 2025	1	2,099.00	2,099.00
remoteLocker 115 v3 15 locker tower (black) B40938 Bentonville Community Center January 05, 2024 - January 04, 2025	1	1,153.95	1,153.95
remoteLocker Outdoor Control unit 17 DD020025F029 Bentonville Public Library January 05, 2024 - January 04, 2025	1	2,751.00	2,751.00
SC1000 payment terminal, Comprise Castles UPT1000 512194022437 Bentonville Public Library January 05, 2024 - January 04, 2025	1	629.00	629.00
SC1000 payment terminal, Comprise Castles UPT1000 512194022441 Bentonville Public Library January 05, 2024 - January 04, 2025	1	629.00	629.00
SC1000 payment terminal, Comprise Castles UPT1000 512194022439 Bentonville Public Library January 05, 2024 - January 04, 2025	1	629.00	629.00
SC1000 payment terminal, Comprise Castles UPT1000 512194022455 Bentonville Public Library January 05, 2024 - January 04, 2025	1	629.00	629.00
selfCheck 1000 black with coin & note (US) B97480 Bentonville Public Library January 05, 2024 - January 04, 2025	1	1,801.00	1,801.00



Item	Quantity	Net Price	Net Extended
selfCheck 1000 black with coin & note (US) B97482 Bentonville Public Library January 05, 2024 - January 04, 2025	1	1,801.00	1,801.00
selfCheck 1000 black with coin & note (US) B97483 Bentonville Public Library January 05, 2024 - January 04, 2025	1	1,801.00	1,801.00
selfCheck 1000 black with coin & note (US) B97481 Bentonville Public Library January 05, 2024 - January 04, 2025	1	1,801.00	1,801.00
remoteLocker 115 v3 15 locker tower (black) B41003 Bentonville Community Center January 05, 2024 - January 04, 2025	1	1,153.95	1,153.95
remoteLocker 115 v3 15 locker tower (black) B41004 Bentonville Community Center January 05, 2024 - January 04, 2025	1	1,153.95	1,153.95
remoteLocker Outdoor Add-on 22 DD020025F044 Bentonville Public Library January 05, 2024 - January 04, 2025	1	1,366.00	1,366.00
remoteLocker Outdoor Add-on 22 DD020025F024 Bentonville Public Library January 05, 2024 - January 04, 2025	1	1,366.00	1,366.00
remoteLocker Outdoor Control Unit 17 DD020025F026B Bentonville Public Library January 05, 2024 - January 04, 2025	1	2,751.00	2,751.00
remoteLocker Outdoor Add-on 22 DD020025F030 Bentonville Public Library January 05, 2024 - January 04, 2025	1	1,366.00	1,366.00
selfCheck 1000 black with coin & note (US) B97971 Bentonville Community Center January 05, 2024 - January 04, 2025	1	1,801.00	1,801.00
SC1000 payment terminal, Comprise Castles UPT1000 512194022440 Bentonville Public Library January 05, 2024 - January 04, 2025	1	629.00	629.00
RFID Workstation shielded EU 5740747 Bentonville Public Library January 05, 2024 - January 04, 2025	1	205.00	205.00



Item	Quantity	Net Price	Net Extended
RFID Workstation shielded EU 5740876 Bentonville Public Library January 05, 2024 - January 04, 2025	1	205.00	205.00
RFID Workstation shielded EU 5450234 Bentonville Public Library January 05, 2024 - January 04, 2025	1	205.00	205.00
RFID Workstation shielded EU 5450268 Bentonville Public Library January 05, 2024 - January 04, 2025	1	205.00	205.00
smartgate 600 (single Aisle) bib020478 Bentonville Public Library January 05, 2024 - January 04, 2025	1	2,007.00	2,007.00
smartgate™ 400 Triple bib020479 Bentonville Public Library January 05, 2024 - January 04, 2025	1	2,471.00	2,471.00
staffConnect gate License Bentonville Public Library January 05, 2024 - January 04, 2025	1	102.00	102.00
libraryConnect devices, 1 year subscription, 6-15 devices TEMPSN07649 Bentonville Public Library January 05, 2024 - January 04, 2025	1	1,903.44	1,903.44
staffConnect gate License Bentonville Public Library January 05, 2024 - January 04, 2025	1	102.00	102.00
RFID Workstation Shielded 5883068 Bentonville Public Library January 05, 2024 - January 04, 2025	1	205.00	205.00
Subtotal:			34,921.29
Tax Total:			3,317.63
Total:			38,238.92
Currency:			US Dollar



Terms and Conditions

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, and according to service level purchased, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to service-renewals-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BIBLIOTHECA, IN AN AMOUNT NOT TO EXCEED THIRTY-EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$38,250.00), FOR THE PURCHASE OF SOFTWARE LICENSING AND SUPPORT FOR EXISTING BENTONVILLE PUBLIC LIBRARY SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library offers various services, such as self-check terminals and remote lockers, that require annual software licensing and technical support agreements;

WHEREAS, this agreement is for a professional service; 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 hereby authorized to enter into an agreement with Bibliotheca, in an amount not to exceed thirty-eight thousand two hundred fifty dollars (\$38,250.00), for software licensing and technical support needed by the Bentonville Public Library;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding for Overdrive, Inc.
Action Recommendation & Justification:	Ordinance to waive competitive bidding requirements in an amount not to exceed \$72,500.00 to Overdrive, Inc. for ebooks, downloadable audiobooks, magazines and other digital products for Bentonville Public Library (BPL). An emergency clause is requested so as to not interrupt service. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	Overdrive is a sole source, proprietary vendor for certain digital materials and subscriptions. BPL has a long-standing purchase agreement with the vendor and regional consortium libraries. While other ebook vendors exist, BPL and the consortium libraries already have access to a large collection of titles with Overdrive. Due to this, and the multi-year partnership with other libraries, it is not practical or feasible to advertise for competitive bidding. This is a budgeted 2024 project for the Library; annual use continues to increase with more than 132,500 downloads this year.
Amount for Approval:	\$ 72,500.00

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

November 30, 2023



Hadi Dudley
Bentonville Public Library
405 South Main Street
Bentonville, AR 72712-5298

RE: OverDrive as a sole source provider

Dear Hadi:

OverDrive, Inc. uniquely provides a series of digital library services that enable institutions to lend popular ebooks, digital audiobooks, streaming video, and digital magazines to their authorized users via a single platform.

Available from OverDrive as a sole source provider, we offer a comprehensive suite of services that includes:

- A customized website for libraries and the award-winning, proprietary *Libby* app for patrons to access digital content
- OverDrive's proprietary browser-based formats for digital content, *OverDrive Read* for ebooks and *OverDrive Listen* for audiobooks
- OverDrive's proprietary online *Marketplace* for content ordering, content management, and customized usage reports
- OverDrive's proprietary *Local Content* feature, which enables institutions to upload locally produced and self-published digital content for lending to their users, with lending policies set by the institution
- OverDrive's proprietary *Public Library Connect* feature, which leverages cooperation between OverDrive's library and school customers to enable students to access their public library's digital content collection via OverDrive's student reading app, Sora
- OverDrive's *Notify Me* feature, which enables patrons to express interest in a title not currently offered by their library
- *OverDrive APIs*, available via the OverDrive Developer Portal, which allow for deep integration of digital content with library discovery tools
- Download ebooks in the Kindle format and compatibility with all generations of Amazon Kindle (*exclusive to OverDrive*)
- Popular and educational streaming videos available through Kanopy (*exclusive to OverDrive*)
- Digital magazines available through Zinio (*exclusive to OverDrive*)
- Online music lessons from master musicians available through ArtistWorks (*exclusive to OverDrive*)
- Integration with the institution's ILS for real-time patron authentication

As a result of the combination of the above referenced items, as well as OverDrive's continued innovation, market leadership, proven success, and secret processes, OverDrive is the sole vendor to offer these unique services and sought-after materials.



Founder & CEO
OverDrive, Inc.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF EBOOKS FOR THE BENTONVILLE PUBLIC LIBRARY; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (72,500.00), WITH OVERDRIVE, INC. FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, since 2009, the Bentonville Public Library and other regional libraries have contracted with Overdrive, Inc. for digital ebook and downloadable audio access and purchases;

WHEREAS, renewal of this service is necessary to purchase new titles and access existing materials; therefore, competitive bidding is neither practical nor feasible; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Overdrive, Inc., for the purchase of, and continued access to, digital ebooks and downloadable audios, in an amount not to exceed seventy-two thousand five hundred dollars (\$72,500.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of, and continued access to, digital ebooks and downloadable audio to expand the Bentonville Public Library's catalog;

Section 3 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Mayor Stephanie Orman
Phone:	(479) 271-5966	For Department(s):	Administration
Email:	sorman@bentonvillear.com		

Item Type (Check all that apply)

☒ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☐ Resolution	☒ Informational	

Title, Recommendation & Justification

Title:	Appointment of Patti Constantakis to Advertising & Promotion Commission
Action Recommendation & Justification:	Mayor Stephanie Orman recommends Patti Constantakis for appointment to Bentonville's Advertising & Promotion Commission. This term will begin on January 1, 2024 and will expire December 31, 2027.
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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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



December 12, 2023

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of Patti Constantakis to Bentonville's Advertising and Promotion Commission.

9 I recommend Patti Constantakis for appointment to Bentonville's Advertising and Promotion Commission. Ms. Constantakis' term expires on December 31, 2027.

Stephanie Orman



November 29, 2023

Mayor Stephanie Orman
City of Bentonville
117 West Central
Bentonville, Arkansas 72712

Dear Mayor:

On November 28, 2023, the Bentonville Advertising & Promotion Commission voted to submit to the City Council for their approval the appointment of Patti Constantakis, PhD, as an at large representative on the commission. Ms. Constantakis will be serving her first term on the Bentonville Advertising & Promotion Commission.

The term for this seat is January 1, 2024, through December 31, 2027.

We are enclosing a copy of her application and Commission terms summary for your convenience.

Please let me know if you have any questions.

Sincerely,

Kalene Griffith
President/CEO

Dear Kalene,,

I am writing to express my interest in the At-Large Commissioner position on the Bentonville Advertising and Promotion Commission. Upon learning about the position, I immediately knew that I would be a great fit for the role due to my unique perspective as a new resident of Bentonville, as well as my passion for the long-term success of the community.

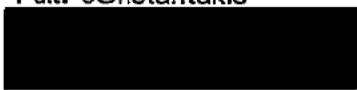
When I moved to Bentonville four years ago, I instantly fell in love with the charm and sophistication of this wonderful town. I have been inspired by the arts, outdoor activities, music, and family-friendly atmosphere that the community offers. As a new resident, I have a fresh perspective on what makes this place truly magical and will always remember the reasons why I chose to move here.

I am confident that I can bring a unique perspective to the commission, as I am affiliated with Walmart and regularly participate in many of the activities offered in Bentonville, including cycling, pickleball, and hiking in the nearby hills and forests. As a Latina woman, I also value the diversity of cultures that have come together in Bentonville and the different kinds of activities that celebrate them. Additionally, I am a foodie at heart and enjoy experiencing the variety of eating and drinking options available in Bentonville.

I am excited about the opportunity to learn more about what it takes to drive tourism and to contribute to the success of the Bentonville Advertising and Promotion Commission. Thank you for considering my application.

Sincerely,

Patti Constantakis



Patti Constantakis, PhD

KEY CAPABILITIES

20+ years in education, workforce development and economic advancement • Recognized thought-leader in EdTech and post-secondary education, specifically in relation to low-income adults, equity, and workforce development • Proven strategic development, grant development and strategic planning skills • Experienced and successful fundraiser • Skilled manager of people, projects and programs • Skilled communicator, both written and oral, for internal and external audiences • Experienced team leader of cross-functional groups • Advanced skills in planning, forecasting, budgeting, scheduling and execution • Instructional design expert • Bilingual, native speaker of Spanish

EDUCATION

University of Texas, Austin
MA Radio, TV, Film 1988
PhD Communications 1993

New Mexico State University
BA Journalism 1986
BA Spanish 1986

EMPLOYMENT

WALMART

Director, Corporate Philanthropy

Bentonville, AR
Feb. 2020 to Current

- Leads two portfolios of philanthropic investments in Economic Opportunity and the Center for Racial Equity including development of strategy, pipeline development, grant making, and grant management.
- Serves as consultant and collaborator with Walmart business teams across multiple shared value initiatives including the Skills-first initiatives, the OneTen hiring initiative, the forthcoming internal talent marketplace and the economic mobility impact work.
- Builds strong network of stakeholders both internal to Walmart and external. Represents Walmart.org as thought leader at internal and external events.

PMA CONSULTING GROUP

Founder & President

Palo Alto, CA
Apr. 2007 to Feb. 2020

Clients included Digital Promise, Stanford School of Education, World Education, Lumina Foundation, Veterans Administration, and several small EdTech startups. Highlights include:

- **Strategic Planning:** Directed a Lumina Foundation multi-grantee project focused on developing proof points for data interoperability in Indiana's work and learn ecosystem.
- **Communications:** Managed communications efforts for initial Digital US launch, including developing an interactive landscape report, managing social media, and managing a 3rd party PR firm. Pre-launch expected Oct 2019.
- **Instructional/Curriculum Design and Development:** Led e-learning design team for afterdeployment.org—a mental wellness behavioral health website addressing post deployment issues for all Service Members, Veterans and Military Families. Program consisted of over 150 hours of interactive instruction and exercises. Managed all phases of production including: content writing, media production, documentation, engineering, and quality assurance.

CELL-ED

Chief Product Officer

Palo Alto, CA
Oct. 2018 to Feb. 2019

- Directed all content/curriculum development and all technology efforts for an early stage startup focused on upskilling adults via two-way mobile texting.

DIGITAL PROMISE

Director, Adult Learning Initiatives

Redwood City, CA
Sept. 2015 to Oct. 2018

- Directed all Digital Promise initiatives focused on spurring the use of technology in post-secondary education, specifically with low-income adults seeking economic advancement. Raised funds, managed all internal and external communications, managed multiple ongoing projects, conducted research, and managed external partnerships.
- Directed various large-scale projects including a national Digital Skills training program for 3,000 displaced workers in partnership with Facebook and a national research project for the Walmart Foundation to understand how data is collected, reported and managed in workforce training programs. The role involved conceptualization, proposal writing, project management, report writing and marketing communications.

GREATSCHOOLS.ORG

Director, Product Management, Curriculum & Content

Oakland, CA
June 2009 to Sept. 2015

- Directed two large programs – College Bound (an e-learning program for low-income parents) and GreatKids (GreatSchools next generation parenting application/platform) – including product and content strategy, product development, outreach, distribution and partnership plans, and marketing and business plans. College Bound was distributed free of charge to over 50 K-12 adult schools, and Charter Schools orgs from 2010-2012. GreatKids, a mobile application, was distributed free of charge to via GreatSchools website to over 800,000 parent subscribers of the site.

BEQUAL/FUNBRANDZ, INC

Executive Producer

Redwood City, CA
Mar. 2005 to Nov. 2007

- Responsible for P & L for complete FunBrandz product line (DVD, board, and DVD/board games—over 50 SKUs total) including managing COGS, negotiating licenses, and seeking additional revenue sources through partnerships and additional distribution channels. DVD product line operating profitably within 3 quarters of my joining the team.

KINUITY, INC.

Consultant and Partner

Mountain View, CA
2002 to 2005

Clients included Tim Draper's BizWorld Foundation, H4 Promotions, Mariposa Fudge Co., Teachscape, Academix Software Corporation and Veterisoft, Inc.

- Provided business consulting services for multiple clients, including identifying market opportunity, developing and validating product design and developing a business plan and presentation to secure funding.

LIGHTSPAN, INC., ACADEMIC SYSTEMS DIVISION

Vice President, Product Development

Mountain View, CA
1995 to 2002

- Managed team of 70+ employees and consultants across four departments—Curriculum Development, Software Engineering, Quality Assurance, and Customer Technical Support—and three product lines, Interactive Mathematics, Interactive English, and academic.com. Team successfully met aggressive deadlines and operated within difficult budget constraints, delivering multiple product releases and updates each year.
- Director, Curriculum and Product Design – 1999-2000, Product/Project Manager, Interactive English Product — 1997 to 1999., Manager, Media Group — 1995 to 1997

P:\A & P Mtgs\Commission Forms & Letters\Terms\2022\2023 AP Terms 11.30.22



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Mayor Stephanie Orman
Phone:	(479) 271-5966	For Department(s):	Administration
Email:	sorman@bentonvillear.com		

Item Type (Check all that apply)

☒ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☐ Resolution	☒ Informational	

Title, Recommendation & Justification

Title:	Reappointment of Daniel Hintz to Advertising & Promotion Commission
Action Recommendation & Justification:	Mayor Stephanie Orman recommends Daniel Hintz for reappointment of a second term to Bentonville's Advertising & Promotion Commission. This term will begin on January 1, 2024 and will expire December 31, 2027.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

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!



December 12, 2023

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Reappointment of Daniel Hintz to Bentonville's Advertising and Promotion Commission.

50

I recommend Daniel Hintz for reappointment to Bentonville's Advertising and Promotion Commission. Mr. Hintz's second term expires on December 31, 2027.

Stephanie Orman



November 29, 2023

Mayor Stephanie Orman
City of Bentonville
117 West Central
Bentonville, Arkansas 72712

Dear Mayor:

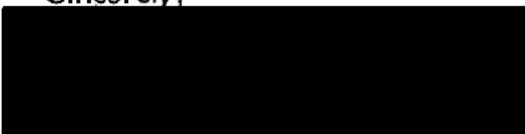
On October 31, 2023, the Bentonville Advertising & Promotion Commission voted to submit to the City Council for their approval the reappointment of Daniel Hintz as a lodging representative on the commission. Mr. Hintz will be serving his second term on the Bentonville Advertising & Promotion Commission.

The term for this seat is January 1, 2024, through December 31, 2027.

We are enclosing a copy of his application and Commission terms summary for your convenience.

Please let me know if you have any questions.

Sincerely,



Kathleen G. Smith
President/CEO



**BENTONVILLE ADVERTISING & PROMOTION
COMMISSION COMMISSIONER APPLICATION
Lodging or Prepared Food Representative**

NAME: Daniel Hintz DATE: 10/30/2023

RESIDENCE ADDRESS: [REDACTED] LENGTH OF RESIDENCY: 11 years
Bentonville, AR

MAILING ADDRESS (if different): _____

EMAIL ADDRESS: [REDACTED]

PHONE NUMBERS: (H) _____ (W) _____ (C) [REDACTED]

Name of Bentonville Advertising & Promotion tax collecting entity or tourism business with which you are associated:

Your role: _____

REFERENCES:

NAME: Brenda Anderson

PHONE: [REDACTED]

EMAIL: [REDACTED]

NAME: Rafael Rios

PHONE: [REDACTED]

EMAIL: [REDACTED]

What are your qualifications for serving on this commission? Include education and expertise in the tourism industry.

After serving as Executive Director of Downtown Bentonville, Inc. for 7 years, working closely with K.

Why would you like to be considered for the Bentonville Advertising & Promotion Commission position? 

The community of Bentonville has provided a incredible life for my family and I want to give back in 

I am an owner or manager of a Bentonville Advertising & Promotion tax collecting entity or a business in the tourism industry and meet all requirements for serving on this commission. 

Signature: Daniel Hintz Date: 10/30/2023

Send completed application to Sheila Burton on behalf of Kalene Griffith, President/CEO

Email: sheila@visitbentonville.com

Mail: **Bentonville A&P Commission - Attention: Kalene Griffith - 406 SE 5th Street, Ste. 6 - Bentonville, AR 72712**

Daniel Hintz

Bentonville Advertising and Promotions Commission Application

What are your qualifications for serving on this commission? Include education and expertise in the tourism industry.

After serving as Executive Director of Downtown Bentonville, Inc. for 7 years (2007-2014), working closely with Kalene and the CVB team on numerous tourism and placemaking, including producing 400+ events that generated over 750,000+ visitors to downtown (including initiating First Fridays, Bentonville Arts and Culture Festival, Notes at Night, Bentonville at the Beard House and many other activations to support Bentonville's growing arts and cultural brand). While at DBI, I also developed downtown Bentonville's culinary strategy, worked closely with Walmart on multiple talent recruitment and retention strategies, crafted the concept of the Arts and Market Districts in partnership with city staff, co-developed the 8th Street Market, supported the repositioned and development of Brightwater: Center for the Study of Food and many other projects.

I founded Velocity Group and have since worked in over 65 communities around North America. My work has included downtown and neighborhood master plans, regional economic development initiatives, organizational strategy and capacity building, national branding and marketing initiatives, private development projects and tenant programming, talent recruitment and retention strategies, special event production, art and cultural initiatives, restaurant and hospitality concepts, food and culinary systems, public outreach and engagement, and public policy work. I have also helped develop hotel and hospitality concepts and adjacent city policy supporting those efforts in numerous cities as well.

In addition, I also live in downtown Bentonville and own B-Side Kitchen & Loft, an Airbnb that we use to help welcome visitors. We showcase the city and provide concierge services to our guests to ensure they can explore the area with excitement!

Why would you like to be considered for the Bentonville Advertising & Promotion Commission position?

The community of Bentonville has provided an incredible life for my family, and I want to give back in ways that will have a long-lasting impact and directly benefit all those working hard to make the city excel in hospitality!



Daniel Hintz
Founder & CEO

Daniel founded the Velocity Group in 2014 to provide a systems-based methodology to placemaking and design, focusing on the dynamic ways the individual parts of a project interrelates to impact and inform positive change. It his belief in the power of collective wisdom and working with people driven by a common vision that provides the powerfully collaborative outcomes of Velocity Group projects. Daniel has cultivated his uncommon approach over a lifetime of work as an actor, filmmaker, chef, educator, non-profit executive, small business owner, property developer, restaurateur, event producer and social service provider.

Daniel has worked on projects all over North America, including downtown and neighborhood master plans, regional economic development initiatives, organizational strategy and capacity building, national branding and marketing initiatives, private development projects and tenant programming, talent recruitment and retention strategies, special event production, art and cultural initiatives, restaurant and hospitality concepts, food and culinary systems, public outreach and engagement, and public policy work. He also founded Blockline, LLC, a private development company that aligns private investments with solid returns and stronger communities. In addition, Daniel co-owns Bauhaus Biergarten, a German-style restaurant and bar with his business partner Chef Jennifer Hill Booker.

Having worked with multiple consultants over the course of my career, I can unequivocally say that Daniel Hintz and his team at Velocity Group are the best in the business. His approach is wholistic, with solutions that are anything but ordinary.

Kyle Clifton, Director of Planning
City of Claremore, Oklahoma

Daniel Hintz has been our mojo master, as his input, valuable insight, and most importantly his contagious positive attitude, has gotten us through the hardest moments of our project. There is no one out there that gets the essence of our complex project like he does.

Paola Barrera, Sr. Project Manager
Marea La Paz: La Paz, Mexico

The Velocity Group got us take some huge steps forward by helping us think in ways not possible without their leadership and guidance. The Board and staff love what we created with you!

Jess Schload, Executive Director,
Mount Sequoyah Retreat &
Conference Center

Daniel Hintz

Prior to Velocity Group, Daniel served as Executive Director of Fayetteville Downtown Partners, where he was scope to execute the downtown master plan vision. Projects included producing the Fayetteville Arts Festival, creating the Fayetteville Arts Council, co-writing the initial Fayetteville Public Art Policy, developing the state's first municipally formed Arts District and successfully changing state BID law to include the arts as a fundable line item, among other development and activation projects. In 2007, he went on to serve as Executive Director of Downtown Bentonville, Inc., where he managed and facilitated economic development, experience design and marketing for the 1,768-acre downtown district. Growing the non-profit downtown association revenue by 300%, directly recruiting over \$50 Million in downtown investment and producing 400+ events that generated over 750,000+ visitors to downtown, his work fostered a growing art, entertainment, culinary, and entrepreneurial scene which has earned national attention.

Daniel has taught at the University of Notre Dame's Mendoza School of Business and is a highly sought after speaker, having presented at TEDx, Tyson Foods, Walmart, American Institute of Architects, Arkansas Municipal League, Congress for the New Urbanism, American Association of Landscape Architects, Sarkeys Southwest Regional Leadership Forum, National Town Builder Association, International Economic Development Council, and many others.

Through the assistance of Daniel Hintz, North Little Rock Tourism created our Setting the Table Culinary Branding campaign. His advice was invaluable, leading our team and stakeholders to an even higher level of concept execution. We continue to see great success!

Karen Trevino, President, North Little Rock Convention and Visitors Bureau

Daniel and his team have an extensive experience in conceptualizing an inclusive community plan, overarching organization structure and the economics to make the plan come to life. In addition, he can leverage local, regional and national networks to help make the effort successful."

Ed Clifford, Executive Director, Jones Center for Families

Velocity provided the insight for our multi-family product, including concept development, site selection, community relations, staff training, tenant recruitment and product execution. Their ability to help us identify our big why and then align the necessary elements makes them an incredibly valuable and unique resource for any project."

Rob Coleman, President, ERC Properties

P:\A & P Mtgs\Commission Forms & Letters\Terms\2022\2023 AP Terms 11.30.22



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Patrick Johndrow
Phone:	479-271-6781	For Department(s):	Finance
Email:	pjohndrow@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Amending the 2023 Budget Reallocating Funds for Various Account Deficits
Action Recommendation & Justification:	Approve a Resolution authorizing a budget adjustment from General Fund Reserves and Utility Fund Reserves into various accounts. Reallocating budgeted payroll funds from Sewer to Water addressing forecasted deficits.
Additional Comments for Consideration (Optional):	This request is to reallocate budgeted payroll monies from Sewer line items into Water line items and to appropriate funds from General Fund Reserves and Utility Fund Reserves. The reallocation and appropriation are needed to address forecasted deficits through the end of 2023. Many of these adjustments are due to changes in our workforce. Budget adjustment details are contained in Exhibits "A" and "B".
Amount for Approval:	\$ 121,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

See Exhibit A & B		\$	\$
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):

RESOLUTION NO. _____

A RESOLUTION ADJUSTING THE 2023 BUDGET TO APPROPRIATE ONE HUNDRED ONE THOUSAND DOLLARS (\$101,000.00) FROM UTILITY FUND RESERVES INTO VARIOUS ACCOUNTS; APPROPRIATING TWENTY THOUSAND DOLLARS (\$20,000.00) FROM GENERAL FUND RESERVES INTO VARIOUS ACCOUNTS; REALLOCATING FORTY-SEVEN THOUSAND DOLLARS (\$47,000.00) OF BUDGETED FUNDS FROM VARIOUS SEWER PAYROLL ACCOUNTS TO VARIOUS WATER PAYROLL ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, due to workforce changes, there are various forecasted deficits for the 2023 budget; and

WHEREAS, reallocating budgeted payroll funds and adjusting the budget to appropriate in funds from General Fund Reserves and Utility Fund Reserves will solve this issue.

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

Section 1: The 2023 Budget is adjusted to appropriate one hundred one thousand dollars (\$101,000.00) from Utility Fund Reserves into various accounts as listed in Exhibit “A”;

Section 2: The 2023 Budget is further adjusted to appropriate twenty thousand dollars (\$20,000.00) from General Fund Reserves into Account #105030-41310 – Overtime Wages, as shown in Exhibit “A”;

Section 3: The 2023 Budget is further adjusted to reallocate forty-seven thousand dollars (\$47,000.00) from various budgeted Sewer accounts to various Water accounts as listed in Exhibit “B”;

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK

Exhibit "A"			
Payroll Budget Reserve Funding			
Account Number	Account Description	Expense	Revenue
105030-41310	Overtime Wages	20,000.00	
	Total Funding from General Fund Reserves	20,000.00	
503010-41010	Full Time Salaries/Wages	45,000.00	
503010-41810	Retirement - APERS	8,000.00	
503030-41310	Overtime Wages	9,000.00	
503030-41510	FICA and Medicare Expense	11,000.00	
503030-41810	Retirement - APERS	20,000.00	
503520-41710	Health Insurance	5,500.00	
503520-41810	Retirement - APERS	2,500.00	
	Total Funding from Utility Fund Reserves	101,000.00	

Exhibit "B"			
Payroll Budget Reallocation			
Account Number	Account Description	Expense	Revenue
503020-41010	Full Time Salaries/Wages	10,000.00	
503020-41510	FICA and Medicare Expense	5,000.00	
503020-41620	Workers' Compensation	8,000.00	
503020-41712	H.S.A. Contribution	11,000.00	
503020-41940	Vehicle Allowance	13,000.00	
	Total Water Budget Addition	47,000.00	
503040-41010	Full Time Salaries/Wages	(10,000.00)	
503040-41510	FICA and Medicare Expense	(4,000.00)	
503040-41710	Health Insurance	(18,000.00)	
503040-41712	H.S.A. Contribution	(10,000.00)	
503040-41810	Retirement - APERS	(5,000.00)	
	Total Sewer Budget Reduction	(47,000.00)	



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Machele Bowen
Phone:	479-271-3117	For Department(s):	Human Resources
Email:	mbowen@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Obtaining Workers Compensation Insurance for 2024
Action Recommendation & Justification:	Approving a Resolution to obtain workers compensation coverage for January 1, 2024 through Key Risk - Berkley Casualty. A Budget Adjustment is needed for the increased coverage cost.
Additional Comments for Consideration (Optional):	Current coverage with BITCO expires 12-32-23. Four quotes were obtained with Key Risk being the best option. The price is \$86,836.12 over what was budgeted for 2024.
Amount for Approval:	\$ \$86,836.12

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

See Exhibit A - Attached		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
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 ENTER INTO AN AGREEMENT WITH KEY RISK – BERKLEY CASUALTY, FOR WORKERS COMPENSATION INSURANCE; AMENDING THE 2024 BUDGET TO APPROPRIATE EIGHTY-SIX THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS AND TWELVE CENTS (\$86,836.12) FROM GENERAL FUND RESERVES TO VARIOUS ACCOUNTS COVERING THE INCREASE IN COST; AND FOR OTHER PURPOSES.

WHEREAS, the City’s current workers compensation insurance expires at the end of this year;

WHEREAS, Key-Risk – Berkley Casualty has been selected to provide this coverage in 2024;

WHEREAS, though this was a budgeted item for 2024, there is an increased cost with the new coverage provider necessitating a budget adjustment.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Key Risk – Berkley Casualty for workers compensation coverage for 2024;

Section 2: The 2024 Budget is adjusted to appropriate eighty-six thousand eight hundred thirty-six dollars and twelve cents (\$86,836.12) from General Fund Reserves into various accounts as listed on Exhibit “A”;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK

Budget Adjustment - Exhibit "A"

Account Number (Org/Object)	Description	Amount
101010-41620	Workers Compensation	\$70.90
101020-41620	Workers Compensation	\$84.72
101030-41620	Workers Compensation	\$41.94
101040-41620	Workers Compensation	\$466.82
101050-41620	Workers Compensation	\$145.30
101210-41620	Workers Compensation	\$72.45
101620-41620	Workers Compensation	\$1,286.43
101630-41620	Workers Compensation	\$1,332.37
102010-41620	Workers Compensation	\$16,695.10
102020-41620	Workers Compensation	\$28,137.31
503010-41620	Workers Compensation	\$6,758.72
503020-41620	Workers Compensation	\$4,319.86
503030-41620	Workers Compensation	\$3,016.13
503040-41620	Workers Compensation	\$2,947.11
503520-41620	Workers Compensation	\$351.89
503530-41620	Workers Compensation	\$742.76
203810-41620	Workers Compensation	\$6,395.69
105020-41620	Workers Compensation	\$2,766.55
105030-41620	Workers Compensation	\$10,614.95
105050-41620	Workers Compensation	\$167.99
105060-41620	Workers Compensation	<u>\$421.13</u>
		\$86,836.12



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Debbie Griffin
Phone:	4792542028	For Department(s):	Municipal Airport
Email:	dgriffin@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Bentonville Municipal Airport Grant for Exit Lights for Mid-field Connector
Action Recommendation & Justification:	Resolution accepting a grant in the amount of \$12,000.00 from the Walton Family Foundation for exit only lights for the mid-field connector at the Bentonville Municipal airport. A Budget Adjustment is needed to allocate funds.
Additional Comments for Consideration (Optional):	This grant is at the recommendation of Steuart and Tom Walton.

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

101650-33810	Local Grants	\$	\$ 12,000.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101650-47390	Improv Other than Bldg / Other	\$ 12,000.00	\$
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):

WALTON FAMILY FOUNDATION



[Date]

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

RE: Grant 00110320

Dear Mayor Orman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of \$12,000.00 to the City of Bentonville ("Grantee"). The project term will be [Date] to June 2024. This grant is at the recommendation of Steuart Walton and Tom Walton and is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the installment of exit lights at Bentonville's municipal airport. 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: \$12,000.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$12,000.00	Upon signature and return to the Foundation of this grant agreement	On or around [Date]

3. **Payable:** This grant payment shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.
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 the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative 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).

[Reporting schedule to be determined.]

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00110320 on all communication.

Grantee 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.
 - d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.
7. **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.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
 - a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
 - c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
 - d. Grantee does not use funds for the purpose of this grant;
 - e. The Foundation is not satisfied with the progress of the activities funded by this grant as measured in the performance measures in Appendix A;
 - f. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
 - g. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
 - h. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
 - i. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **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.
10. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal

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

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

11. **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.
12. **Contact:** For all communications regarding this grant, your points of contact will be Chad Cox (phone 501-732-0658 or email ccox@runwaynwa.com), Rubicely Monter (phone 479-802-7319 or email rmonter@runwaynwa.com), or Mary Katherine McKinley (phone 870-830-3895 or email mkmckinley@wppg.org). Please reference Grant 00110320 in your communication.

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

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

Sincerely,

Stephanie Cornell
Executive Director

ACKNOWLEDGED AND AGREED

By: _____

Mayor Stephanie Orman
City of Bentonville

cc: Debbie Griffin

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION, IN THE AMOUNT OF TWELVE THOUSAND DOLLARS (\$12,000.00), TO INSTALL EXIT ONLY LIGHTS AT THE BENTONVILLE MUNICIPAL AIRPORT; ADJUSTING THE 2023 BUDGET TO RECOGNIZE AND APPROPRIATE SAID FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the Walton Family Foundation is awarding the City twelve thousand dollars (\$12,000.00) to install exit only lights for the mid-field connector at the Bentonville Municipal Airport;

WHEREAS, there is no matching portion for this grant;

WHEREAS, a budget adjustment is needed to recognize and appropriate said funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a grant agreement with the Walton Family Foundation, in the amount of twelve thousand dollars (\$12,000.00), for installation of exit only lights for the mid-field connector at the Bentonville Municipal Airport;

Section 2: The 2023 Budget is adjusted to recognize twelve thousand dollars (\$12,000.00) of grant funds into Account #101650-33810 – Local Grants and appropriate the same to Account #101650-47390 – Improvement Other than Building/Other;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Public Hearing and Ordinance Vacating Utility Easement
Action Recommendation & Justification:	Public hearing and ordinance vacating a Utility Easement Vacation located at Block 9, Lot 2 of Dogwood Place Subdivision (VAC23-0021).
Additional Comments for Consideration (Optional):	Resolution and GIS Vicinity Map

Amount for Approval:	\$ 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): _____

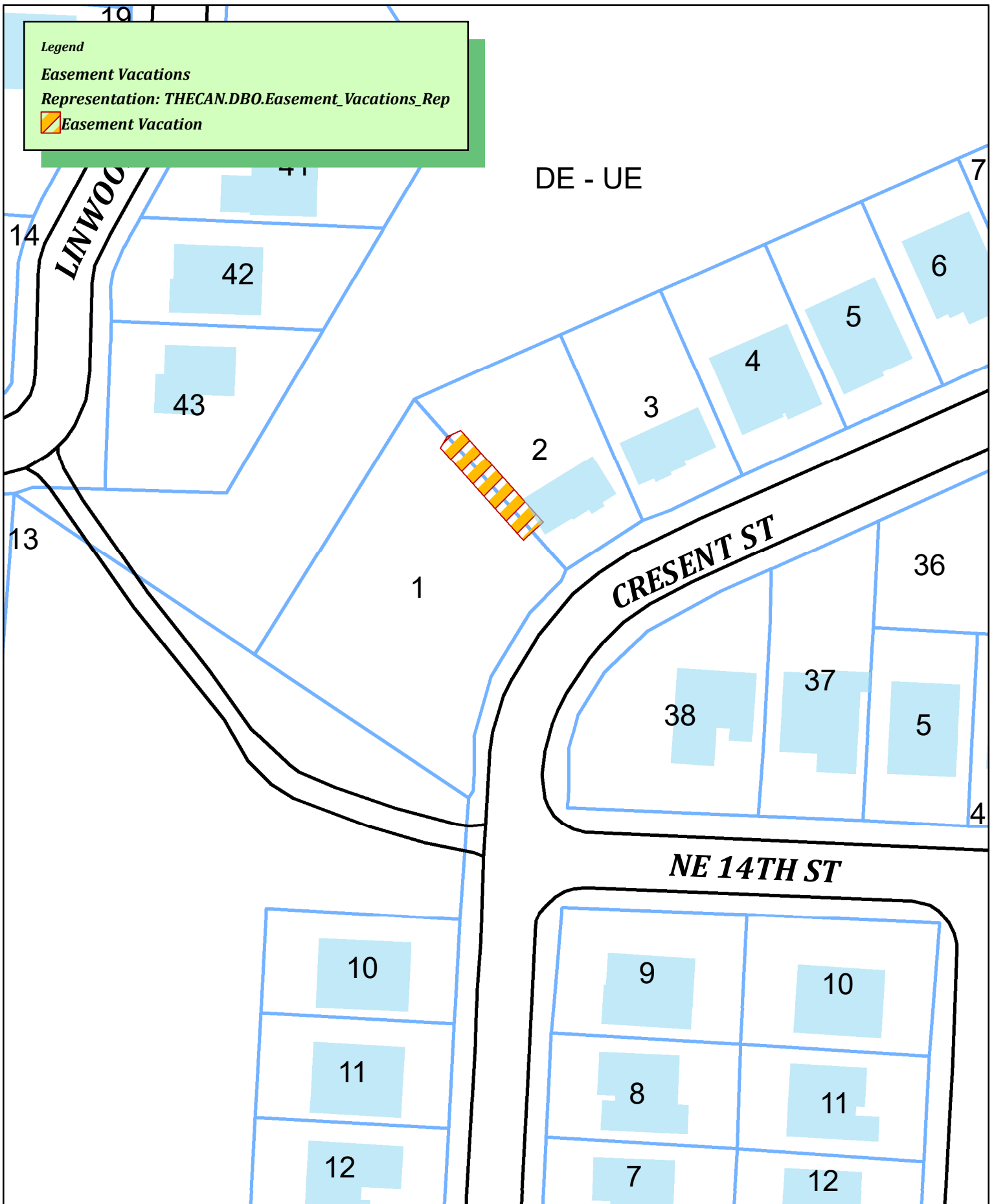
Budget Impact Notes for Consideration (Optional):

Legend

Easement Vacations

Representation: THECAN.DBO.Easement_Vacations_Rep

 Easement Vacation



VAC23-0021

Crossmar House Renovations, LLC Easement Vacation

1403 CRESENT ST



ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT BLOCK 9, LOT 2 OF DOGWOOD PLACE SUBDIVISION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC23-0021).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Crossmar House Renovations, LLC asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A UTILITY AND DRAINAGE EASEMENT, LYING IN PARTS OF LOT 1 AND LOT 2, BLOCK 9, DOGWOOD PLACE, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 2; THENCE S 42°02'05" E A DISTANCE OF 26.26 FEET TO THE POINT OF BEGINNING; THENCE N 65°47'23" E A DISTANCE OF 7.35 FEET; THENCE S 42°02'05" E A DISTANCE OF 64.76 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 180.55 FEET, A CENTRAL ANGLE OF 04°26'38", AN ARC LENGTH OF 14.00 FEET, AND A CHORD BEARING AND DISTANCE OF S 47°57'54" W, 14.00 FEET; THENCE N 42°02'05" W A DISTANCE OF 65.18 FEET; THENCE N 31°41'07" E A DISTANCE OF 7.29 FEET; THENCE S 42°02'05" E A DISTANCE OF 0.22 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 923.39 SQUARE FEET, OR 0.021 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

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

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

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

A UTILITY AND DRAINAGE EASEMENT, LYING IN PARTS OF LOT 1 AND LOT 2, BLOCK 9, DOGWOOD PLACE, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 2; THENCE S 42°02'05" E A DISTANCE OF 26.26 FEET TO THE POINT OF BEGINNING; THENCE N 65°47'23" E A DISTANCE OF 7.35 FEET; THENCE S 42°02'05" E A DISTANCE OF 64.76 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 180.55 FEET, A CENTRAL ANGLE OF 04°26'38", AN ARC LENGTH OF 14.00 FEET, AND A CHORD BEARING AND DISTANCE OF S 47°57'54" W, 14.00 FEET; THENCE N 42°02'05" W A DISTANCE OF 65.18 FEET; THENCE N 31°41'07" E A DISTANCE OF 7.29 FEET; THENCE S 42°02'05" E A DISTANCE OF 0.22 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 923.39 SQUARE FEET, OR 0.021 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Dennis Birge
Phone:	479-271-5964	For Department(s):	Transportation
Email:	dbirge@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☒ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	PIIP22-0029 Rainbow Curve Improvements Acquisition - ORC Work Order/MSA Amendment
Action Recommendation & Justification:	Resolution amending fees for appraisal services, as approved by City Council Resolution 03-28-23H, for Rainbow Curve improvements acquisitions, in an amount not to exceed \$211,250.00. No budget adjustment required.
Additional Comments for Consideration (Optional):	The amended fees are only for the Rainbow Curve Improvements acquisition. The change in fees are attributable to the expedited processing of appraisals for the project. Fees for appraisal services were obtained by O.R. Colan and are attached to Work Order 4. This will be funded through the 2021 Street Bond account.
Amount for Approval:	\$ 211,250.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: 2021 Bond

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

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WORK ORDER ISSUED

In Accordance with Client's Master Services Agreement Dated April 3rd, 2023

Work Order No. (2023)-(#4)

Date: November 22, 2023

Bentonville Project Number: Rainbow Curve Improvements (PIIP22-0029, MUNIS 21ST0005)

PURPOSE: Provide property acquisition services related to Rainbow Curve Improvements located in Bentonville, Arkansas.

SCOPE: The Services will consist of the following tasks:

1. Title
2. Negotiations
3. Appraisal
4. Closings
 - 24 Tracts (Attachment)

COMPENSATION: The fee for services based on the above scope and the fee schedule provided as APPENDIX C of the MASTER SERVICE AGREEMENT will not exceed \$211,250.00 without prior approval from the City of Bentonville.

SCHEDULE: We expect to start our services immediately after receipt of your acceptance of this work order and to complete our services by February 15, 2024 or within 90 days of receipt of Notice to Proceed. If appraisals are needed, they will be prepared within 45 days of notification to the appraiser.

SPECIAL CONTRACT TERMS:

Fees for appraisal services are to be amended with this work order for Rainbow Curve Improvements. The higher fees are attributable to the expedited processing of appraisals for the project. The amended fees are attached as Amendment 1.

Accepted by:

Project Manager
O.R. Colan Associates, LLC

Authorized Representative
City of Bentonville

Date

Date

WORK ORDER NO. 04

Rainbow Curve Improvements (PIIP22-0029, MUNIS 21ST0005)

APPENDIX A
SCOPE - Appraisals By Tract, if needed

Tract	APN	Property Owner	Valuation Services
4	01-05014-000	Bolton Property Investments LLC	Detailed Appraisal - Large Commercial Property
7	01-05387-000	Hale Real Estate LLC	Detailed Appraisal - Small Commercial Property
8	01-05388-000	Aaron & Cheryl L Sluyter	Detailed Appraisal - Large Commercial Property
16	01-05015-000	Gordon L & Helen Sue Baril	Detailed Appraisal - Small Commercial Property
17	01-05016-000	Parrish Family Revocable Trust	Detailed Appraisal - Small Commercial Property

APPENDIX C
JUSTIFICATION OF COSTS AND FEES

Service	No.	Cost Per Tract	Total Cost
Title & Closing Services (Fee Simple Tracts Only)			
Title Commitment - 30 Year Title Search	15	\$ 700	\$ 10,500
Closing Services	15	\$ 800	\$ 12,000
Initial Appraisal Services, if needed			
Appraisal - Vacant Comm./Industrial	1	\$ 5,500	\$ 5,500
Appraisal - Improved Small Comm./Industrial	2	\$ 6,500	\$ 13,000
Appraisal - Improved Comm./Industrial Complex	2	\$ 7,500	\$ 15,000
Billboard Valuation	1	\$ 3,200	\$ 3,200
Initial Appraisal Review Services (ORC Review Only)			
Appraisal - Vacant Comm./Industrial	1	\$ 750	\$ 750
Appraisal - Improved Small Comm./Industrial	2	\$ 750	\$ 1,500
Appraisal - Improved Comm./Industrial Complex	2	\$ 750	\$ 1,500
Billboard Valuation	1	\$ 300	\$ 300
Negotiation Services			
Negotiation Services	24	\$ 4,500	\$ 108,000
Waiver Valuation Services			
Waiver Valuation	24	\$ 600	\$ 14,400
Waiver Review Services			
Waiver Valuation	24	\$ 300	\$ 7,200
Relocation Assistance Services			
Business Relocation	2	\$ 8,800	\$ 17,600
Recording Services			
	2	\$ 400	\$ 800
TOTAL			\$ 211,250

Note: Appraisal Fees are outside of the Fee Schedule; therefore, an Amendment has been submitted for approval of the higher cost.

AMMENDMENT 1

PIIP22-0029 RAINBOW CURVE IMPROVEMENTS ACQUISITION SERVICES

**CITY OF BENTONVILLE
PROFESSIONAL SERVICE AGREEMENT APPENDIX A-
AMENDED 2023 FEE SCHEDULE
FOR APPRAISAL FEES
ON RAINBOW CURVE IMPROVEMENTS**

Service	\$ / Tract
Initial Appraisal Services	
Detailed Appraisal – Vacant Land TR 7	\$5,500
Detailed Appraisal - Small Commercial Property TR 16, 17	\$6,500
Detailed Appraisal - Large Commercial Property TR 4, 8	\$7,500
Billboard Valuation	\$3,200

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO WORK ORDER NO. 04 WITH O.R. COLAN ASSOCIATES, LLC., AMENDING FEES FOR APPRAISAL SERVICES RELATED TO RAINBOW CURVE IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED ELEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$211,250.00); AND FOR OTHER PURPOSES.

WHEREAS, Work Order No. 04, with O.R. Colan Associates, LLC., is needed for amending fees for appraisal services on the Rainbow Curve Improvements (PIIP22-0029);

WHEREAS, the change in fees is attributable to the expedited processing of appraisals for the project; and

WHEREAS, this Work Order is funded by the 2021 Street Bond Account.

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

Section 1: The Mayor and City Clerk are authorized to enter into Work Order No. 04 with O.R. Colan Associates, LLC., in an amount not to exceed two hundred eleven thousand two hundred fifty dollars (\$211,250.00), for amending fees for appraisal services related to Rainbow Curve Improvements (PIIP22-0029);

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Cody Vaughn
Phone:	479-254-2062	For Department(s):	Transportation
Email:	cvaughn@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☒ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	HWY 71B/12th St/Tiger Blvd Project - Change Order #3
Action Recommendation & Justification:	Resolution allowing the Mayor and City Clerk to authorize Change Order #3 with N.E.C., Inc. for the Tiger Blvd Intersection Improvement Project, in the amount of \$17,820.26. A Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	This change order is required to cover extended construction costs within the intersection.
Amount for Approval:	\$ 17,820.26

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

203810-47380	Street Construction	\$ 17,820.26	\$
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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CHANGE ORDER NO.: 3

Owner: City of Bentonville, Arkansas
Engineer: McClelland Consulting Engrs.
Contractor: NEC, Inc.
Project: Hwy. 71B/12th St./Tiger Blvd. Inters.
Impvts. (Bentonville) (S)

Owner's Project No.: PIIP22-0002
Engineer's Project No.: 14-2160
ARDOT Project No.: 090421

Date Issued: 11.22.2023

Effective Date of Change Order: Date
approved by City Council

The Contract is modified as follows upon execution of this Change Order:

Description:

- Relocate the service point assembly from the northwest corner of the intersection to the southwest corner of the intersection.

Attachments:

- NEC Supporting Cost Breakdown. 11.15.2023

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,426,950.70	Original Contract Times: Substantial Completion: Ready for final payment: August 10 th , 2022
[Increase] [Decrease] from previously approved Change Order No. 1: \$ 323,128.68	[Increase] [Decrease] from previously approved Change Orders No.1 Substantial Completion: N/A Ready for final payment: 112 days
Contract Price prior to this Change Order: \$ 1,750,079.38	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: November 30 th , 2022
Increase this Change Order: \$ 17,820.26	Increase this Change Order: Substantial Completion: N/A Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 1,767,899.64	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: November 30 th , 2022

	Recommended by Engineer (if required)	Accepted by Contractor
By:	J. Strain, P.E.	
Title:	Project Manager	
Date:	11.22.2023	

	Accepted by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

ANALYSIS OF SUPPLEMENTAL AGREEMENT ITEM TO

JOB NO: A090421

FAP No: STUP-9036 (18)

CHANGE ORDER NO: 3

JOB NAME: Hwy 71B / 12th St/ Tiger Blvd Inters. Improvements
OWNER: City of Bentonville ARDATE PREPARED: 11.15.23
PREPARED BY:

CONTRACTOR: NEC, Inc.

LABOR	QUANTITY (HRS)	RATE	AMOUNT
Electrician	30	\$ 51.35	\$ 1,540.50
Electrician Apprentice (2 Men)	60	\$ 35.10	\$ 2,106.00
Laborer	30	\$ 28.60	\$ 858.00
Equipment Operator	30	\$ 42.25	\$ 1,267.50
TOTAL			\$ 5,772.00

MATERIALS	QUANTITY	RATE	AMOUNT
Structural Concrete	1	\$ 227.50	\$ 227.50
Meter Rack	1	\$ 325.00	\$ 325.00
2 Circuit Disconnect	1	\$ 162.50	\$ 162.50
30 Amp Circuit Breaker	2	\$ 39.00	\$ 78.00
Lightning Arrestor	1	\$ 65.00	\$ 65.00
3/4" x 10' Ground Rod w/ Clamp	2	\$ 39.00	\$ 78.00
1/C No. 6 Bare Solid Copper Wire	20	\$ 1.05	\$ 21.06
1/C No. 6 Electrical Conductor	705	\$ 1.09	\$ 769.86
1/C No. 8 Electrical Conductor	235	\$ 0.85	\$ 198.58
2" GRC 2-Hole Conduit Strap	2	\$ 4.55	\$ 9.10
3" Unistrut Conduit Strap	2	\$ 6.50	\$ 13.00
2" Galv Steel Conduit	16	\$ 11.70	\$ 187.20
3" - 2" Reducer Coupling	2	\$ 48.10	\$ 96.20
2" PVC Schedule 40	45	\$ 4.55	\$ 204.75
2" PVC Elbow	8	\$ 3.51	\$ 28.08
2" PVC Coupling	8	\$ 0.91	\$ 7.28
3" PVC Schedule 40	30	\$ 7.15	\$ 214.50
3" PVC Schedule 80	10	\$ 9.75	\$ 97.50
3" PVC Coupling	4	\$ 2.21	\$ 8.84
3" PVC Elbow	2	\$ 10.60	\$ 21.19
3" HDPE Conduit	60	\$ 3.25	\$ 195.00
3" HDPE-PVC Connector	2	\$ 26.00	\$ 52.00
TOTAL			\$ 3,060.14

EQUIPMENT	QUANTITY	RATE	AMOUNT
Foreman Truck	29	\$ 35.22	\$ 1,021.29
Crew Truck	29	\$ 46.19	\$ 1,339.48
Mini Excavator	29	\$ 84.50	\$ 2,450.50
Utility Trailer	29	\$ 9.79	\$ 283.88
Skid w/ Auger	29	\$ 48.75	\$ 1,413.75
TOTAL			\$ 6,508.91

SUMMARY

Labor	\$ 5,772.00
Plus	\$ 1,154.40 (20% maximum on labor)
Taxes & Ins	\$ 865.80
Materials	\$ 3,060.14
Plus	\$ 459.02 (15% maximum on materials)
EQUIPMENT	\$ 6,508.91

\$ 17,820.26 +
(TOTAL)

\$ 1.00 = \$ 17,820.26
(QUANTITY) (UNIT PRICE)

N.E.C., INC.
COMPANY

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A CHANGE ORDER TO THE AGREEMENT WITH NEC, INC. TO COVER
EXTENDED CONSTRUCTION COST AT THE INTERSECTION OF WALTON
BOULEVARD AND 12TH STREET/TIGER BOULEVARD; ADJUSTING THE 2023
BUDGET TO APPROPRIATE SEVENTEEN THOUSAND EIGHT HUNDRED TWENTY
DOLLARS AND TWENTY-SIX CENTS (\$17,820.26) FROM STREET FUND RESERVES
TO ACCOUNT #203810-47380 - STREET CONSTRUCTION; AND FOR OTHER
PURPOSES.**

WHEREAS, the City of Bentonville previously entered into an agreement with NEC, Inc. for construction services related to the Hwy. 71B / 12th St. / Tiger Blvd. Intersection Improvements;

WHEREAS, a change order is required to cover extended construction costs within the intersection; and

WHEREAS, a budget adjustment in the amount of seventeen thousand eight hundred twenty dollars and twenty-six cents (\$17,820.26) from Street Fund Reserves to Account #203810-47380 - Street Construction will fund this change order.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a change order to the contract with NEC, Inc. to cover extended construction cost for the Walton Boulevard and 12th Street/Tiger Boulevard Improvement Project;

Section 2: Adjusting the 2023 Budget to appropriate seventeen thousand eight hundred twenty dollars and twenty-six cents (\$17,820.26) from Street Fund Reserves to Account #203810-47380 - Street Construction, to fund this change order;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Scott Mendenhall
Phone:	479-271-3190	For Department(s):	Parks and Recreation
Email:	smendenhall@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	TEC Staffing Services Contract Amendment for Name Change
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to amend the Professional Services Agreement with TEC Staffing Services to reflect the name change of the company to HireQuest DBA Snelling. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	The original Service Contract RFQ-20-72 was approved by City Council on February 2, 2021. The Mayor signed the contract on March 2, 2021. As of early December 2023, TEC Staffing Services has notified the City it is being purchased by HireQuest, and will be known as Snelling.
Amount for Approval:	\$

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

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CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO SERVICE CONTRACT

SERVICE CONTRACT FOR: Temporary Employment Services

This Amendment (the “Amendment”), dated _____ (month, day, year) is made by the City of Bentonville, Arkansas (“CITY”) and TEC Staffing Services (“Contractor”), parties to the RFQ-20-72 Service Contract, for temporary employment services, dated March 2, 2021 (the “Agreement”).

1. The original Service Contract was entered into with TEC Staffing Services. As of early December 2023, TEC Staffing Services has notified the City it is being purchased by HireQuest, and will be known as Snelling.
2. The Agreement is Amended as Follows:
 - a. It is intended that the Company will change its name to HireQuest DBA Snelling, effective in early December 2023. Upon such change becoming effective, all references in this Agreement to the “Contractor” shall refer to Snelling, unless the context requires otherwise.
3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____

Name (printed): Stephanie Orman, Mayor

Company Name

BY: _____

Name(printed): _____

Title: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH TEC STAFFING
SERVICES TO REFLECT THE NAME CHANGE TO HIREQUEST D/B/A SNELLING;
AND FOR OTHER PURPOSES.**

WHEREAS, the original agreement with TEC Staffing Services was approved by the Bentonville City Council on February 2, 2021;

WHEREAS, TEC Staffing Services has been purchased by HireQuest and will operate under the new name Snelling; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to amend the professional services agreement with TEC Staffing to reflect their purchase and subsequent name change of HireQuest d/b/a Snelling;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/14/2023	Submitted By:	David Wright, Parks and Recreation Director
Phone:	479.271.6813	For Department(s):	Parks and Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waiver of Competitive Bidding for the 2024 Downtown Bentonville Inc. Agreement
Action Recommendation & Justification:	Ordinance approving a bid waiver to Downtown Bentonville, Inc., and authorizing the Mayor and City Clerk enter into an agreement for services for 2024. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

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
		\$	\$

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, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: November 30, 2023
Re: City Council approval of an ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

City Staff is seeking City Council's approval of an ordinance, waiving competitive bidding for services and authorizing the Mayor and City Clerk to enter into an agreement with Downtown Bentonville, Inc (DBI). Duration of the agreement is from January 1, 2024, through December 31, 2024. This fee represents a \$30,000 annual fee.

This agreement, like the agreement of previous years, authorizes DBI to produce and charge fees for family friendly, community-based events on / around the Downtown Bentonville Square. These events include Farmers Markets, First Fridays, 1 Toyland event (per direction from Walmart), a Small Business Saturday based event, the Lighting of the Square and the Christmas Parade. While the City will support these events, the contract states the responsibility falls on DBI to plan, promote, produce and evaluate these events annually. In addition to these major events, DBI is responsible for creating and maintaining a public calendar of events held on or / the Square. Finally, DBI staff is required to attend the monthly Traffic, Safety and Signage Committee. This allows for further coordination of events, if necessary.

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

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

Attachments:

Agreement for Services with Downtown Bentonville, Inc.

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

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

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

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

Specific services provided by DBI will include:

Event Production, Coordination, and Administration

- A. Serve in an advisory role for all events proposed to take place on the Bentonville Square or within downtown Bentonville. This role includes ensuring that the event provides value for downtown, is supported and communicated to downtown stakeholders, does not restrict business activities, and comply with existing laws and regulations. DBI will coordinate with the City of Bentonville, including the Police Department and Fire Department, Parks & Recreation Department, Street Department, and Legal Department, and any other department that may be impacted.
- B. Provide a central contact point (via designated employee) for event coordination. Said employee shall also attend all City of Bentonville Traffic Safety and Signage Committee meetings and serve in an advisory capacity for all Traffic Safety & Signage Committee meetings for items impacting downtown.
- C. Produce and direct the following events for the City of Bentonville on the Bentonville Square:
 - Saturday Farmers Markets (April through October)
 - Thursday Farmers Markets (May through September)
 - 7 Bentonville First Fridays
 - 1 Toyland event *per direction from Walmart
 - One event in support of Small Business Saturday (Shop the Block or other themed event)
 - City of Bentonville's Lighting of the Square
 - Bentonville's Christmas Parade
- D. The Lighting of the Square Event will be branded the "City of Bentonville Lighting of the Square." DBI will lead an event team that includes members of Parks and Recreation Staff, Police, and other City Staff to produce event highlighting the Holiday Lights as an attraction and promoting local Downtown Bentonville retail and restaurant businesses.

E. In addition to these major activities, DBI will also continue to look for means to attract people into the downtown area of Bentonville.

Event Assurances

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

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

General Administration

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

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

- A. DBI shall receive a payment of Thirty Thousand Dollars (\$30,000.00) directly from the City for work as outlined. The length of the contract is from January 1, 2024, to December 31, 2024. DBI shall receive two payments of Fifteen Thousand Five Hundred Dollars (\$15,000.00) each for services rendered in 2024, the first will be payable in March 2024 and the second payable in September, 2024. DBI shall send an invoice to the Parks and Recreation Director for each of these payments.
- B. DBI shall be compensated based on the completion of projects according to the following model:
Saturday and Thursday Farmers Markets Ten Thousand Dollars (\$10,000.00), First Fridays Ten Thousand Dollars (\$10,000.00), Lighting of the Square Five Thousand Dollars (\$5,000.00), and Winter Wonderland - Christmas Parade Five Thousand Dollars (\$5,000.00).
- C. DBI shall also be permitted to charge the following fees from vendors for listed events:
 - First Friday 10x10 Booth: One Hundred Dollars (\$100.00)- For Profit Organizations; Fifty Dollars (\$50.00)- Nonprofit Organizations
 - First Friday 10x10 Concessions: Seventy-Five Dollars (\$75.00), plus ten percent (10%) of gross sales
 - Saturday Farmers Market 10x10 Booth: Twenty-Five Dollars (\$25.00) per day, plus five percent (5% to 10%) of gross sales
 - Saturday Farmers Market 10x10 Concessions: booth fee, plus five percent (5% to 10%) of gross sales • Thursday evening Farmers Market 10x10 Booth: Two Hundred Dollars (\$200.00) for entire season (refundable, based off attendance), plus seven percent (5%) of gross sales
 - Thursday evening Farmers Market 10x10 Concessions: Ten Dollars (\$10.00) space fee, plus seven percent (5%) of gross sales
 - Ability to charge up to a Fifty Dollar (\$50.00) late fee for Farmers Market vendors who do not pay their booth fee and/or commissions on time.

Additional assurances:

- A. DBI shall not discriminate against any employee or person served under this Agreement on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status, or as otherwise prohibited by applicable law.
- B. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the Circuit Court of Benton County, Arkansas.

C. DBI acknowledges that the City enjoys certain rights and immunities under A.C.A. §21-9-301 and that nothing in this Agreement shall be interpreted to reduce, limit, negate, or waive any of those protections or rights. Specifically, DBI acknowledges that its use of the City's property, shall be at DBI's own risk and DBI hereby agrees to indemnify and hold the City harmless along with any and all of its employees, officers, or agents against any and all claims related to DBI's use of the City's property.

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

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

Dated this _____ of _____, 20____

Kirk Gober, Board President
Downtown Bentonville, Inc.

Stephanie Orman, Mayor
City of Bentonville

Dana Schlagenhaft, Executive Director
Downtown Bentonville, Inc

Kirby Romines, City Clerk
City of Bentonville

ORDINANCE NO. _____

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

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

WHEREAS, the cost of this agreement will not exceed thirty thousand dollars (\$30,000.00); and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Downtown Bentonville Inc., for event production and related services, in an amount not to exceed thirty thousand dollars (\$30,000.00);

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

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/14/2023	Submitted By:	David Wright, Parks and Recreation Director
Phone:	479.271.6813	For Department(s):	Parks and Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Parks & Recreation Advisory Board Appointments
Action Recommendation & Justification:	City Council approval of Mayor Orman's recommendation to appoint Allyson de la Houssaye and Kristen Kuhlow for the first term to the Parks and Recreation Advisory Board and the reappointment of Ryan Hollingsworth for a second term. Their terms will expire on December 31, 2026.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

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



December 12, 2023

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of Allyson de la Houssaye and Kristen Kuhlow to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Allyson de la Houssaye and Kristen Kuhlow for appointment to the City of Bentonville's Parks and Recreation Advisory Board. Ms. de la Houssaye's and Ms. Kuhlow's terms will expire on December 31, 2026.

Stephanie Orman



December 12, 2023

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Reappointment of Ryan Hollingsworth to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Ryan Hollingsworth for reappointment to the City of Bentonville's Parks and Recreation Advisory Board. Mr. Hollingsworth's second term will expire on December 31, 2026.

Stephanie Orman

Memo



To: City Council Members and Mayor Orman

From: David Wright, Parks and Recreation Director

Date: November 29, 2023

Re: City Council approval of Mayor Orman's recommendation to reappoint Ryan Hollingsworth for his second term and appoint Kristen Kuhlow and Allyson de la Houssaye to the Parks and Recreation Advisory Board

Parks and Recreation Staff seeks approval of the appointment of two new members, as well as the reappointment of one current member to the Parks and Recreation Advisory Board (PRAB). The PRAB is comprised of nine (9) members and one (1) City Council Member. PRAB member terms are three years in length and members are able to serve two full (2) consecutive terms. By ordinance, the Mayor recommends potential members to the City Council for approval.

In September, staff began advertising openings for this position on the board. During the six-week advertising period, a total of 15 residents applied for the vacant position.

A committee was created to interview potential new candidates. After interviewing the selected candidates, I forwarded our recommendations to the Mayor for her appointment. Ryan Hollingsworth was selected to return to the board and serve his second term beginning in 2024. Kristen Kuhlow and Allyson de la Houssaye will begin their first term in January 2024.

We recommend these individuals based on their knowledge and experiences our parks system and our department. Each bring a unique perspective of our community's needs for our public spaces and programming.

If you have any questions, regarding this item, please contact me at 464.7275, or email dwright@bentonvillear.com.

Attachments:
PRAB Applications



Boards and Commissions Application Form

Applicant Information

First Name Allyson

Last Name de la Houssaye

Address

City BENTONVILLE

State AR

Zip Code 72712

Home / Cell Phone

Email Address

Length of Bentonville
Residency 10.5 years

Employer PeopleforBikes

Occupation Executive Director

Business Phone

(Section Break)

References

Please provide 2 references

Name Kourtney Barrett

Email Address

Address

City Bentonville

State AR

Zip Code 72712

Phone Number

Name	Chris Sooter
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[REDACTED]
Fax Number	N/A

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Parks and Recreation Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	Skills: Background in communications and marketing Strong background in city government, policy and alternative mobility Strong business leadership skills
2. Why would you like to be considered for appointment to this commission or board?	Long time Bentonville resident, Mother, Community Leader and professional in the outdoor space. Looking to bring my expertise and civic leadership to help serve the greater community and outdoor space for Bentonville residents. I am very open to collaboration and have deep networks to help steer and socialize contributions the Parks and Recreation Dept. makes to the community and citizens of Bentonville.
3. What do you hope to be able to contribute?	This is an exciting time for Bentonville and its residents, I believe the decisions we make today will impact our community for generations to come. My aim is to help build a healthier, happier Bentonville; by making the outdoors accessible to all. It would be an honor to join the board of Parks and Recreation for the City of Bentonville.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes
--	-----

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Allyson E. de la Houssaye
--	---------------------------

Date	11/10/2023
------	------------



Boards and Commissions Application Form

Applicant Information

First Name	Kristin
Last Name	Kuhlow
Address	[REDACTED]
City	BENTONVILLE
State	AR
Zip Code	72712
Home / Cell Phone	[REDACTED]
Email Address	[REDACTED]
Length of Bentonville Residency	3yrs (14yrs in Rogers)
Employer	N/A
Occupation	homemaker
Business Phone	N/A

(Section Break)

References

Please provide 2 references

Name	Cortney Carlson
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[REDACTED]

Name	Sarah Mayo Hegi
Email Address	[REDACTED]
Address	[REDACTED]
City	Springdale
State	AR
Zip Code	72762
Phone Number	[REDACTED]
Fax Number	N/A

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Parks and Recreation Advisory Board

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I bring multiple perspectives to this Parks and Rec Board position. I am a mother of two kids (ages 10 and 12), and we've heavily used these parks and playgrounds for over a decade now. I'm an avid exerciser, and I love to bike/walk the trails, the Rise, and also use the pickleball courts. I'm a dog owner who enjoys use of the dog parks and walking paths. I'm a resident of Downtown Bentonville with an invested interest in helping this city be active, safe, clean, and attractive. I have a Master's Degree in Accounting, and my background includes working both for Walmart and KPMG.
2. Why would you like to be considered for appointment to this commission or board?	I find it fascinating! I attended a meeting last October (10/3/22) with Cortney and really enjoyed listening and learning what the city has in store. I'm invested in the progress of this beautiful and unique city! I value what the Parks and Rec department and board do for the residents of Bentonville. Now that my kids are older, I have the ability to commit the necessary time and focus this position requires. I want to have an active role serving the city in an area where I have PASSION in continuing the progress of the board's initiatives.

3. What do you hope to be able to contribute?	I hope to contribute another perspective. I can participate in the conversation without having an agenda. My goal is to help continue to make the city more attractive and active!
---	--

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes
--	-----

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Kristin Kuhlow
--	----------------

Date	10/10/2023
------	------------



Boards and Commissions Application Form

Applicant Information

First Name Ryan

Last Name Hollingsworth

Address

City Bentonville

State AR

Zip Code 72712

Home / Cell Phone

Email Address

Length of Bentonville
Residency 13 years

Employer FlexoOne

Occupation Marketing/SEO

Business Phone

(Section Break)

References

Please provide 2 references

Name Greg Turner

Email Address *Field not completed.*

Address

City Pea Ridge

State AR

Zip Code 72751

Phone Number

Name	Josh Shores
Email Address	<i>Field not completed.</i>
Address	
City	Bentonville
State	AR
Zip Code	72713
Phone Number	
Fax Number	<i>Field not completed.</i>

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Parks and Recreation Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I have served for 3 years. I would love to continue. I have a Bentonville IG that I like to showcase the area and I love our parks.
2. Why would you like to be considered for appointment to this commission or board?	I have a great desire for families that want to live in an area that has great parks. I love to be an ear and a voice to help with anything I can.
3. What do you hope to be able to contribute?	Ideas for families specifically. How do families with little children or teens utilize our great parks, etc.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes
--	-----

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Ryan Hollingsworth
---	--------------------

Date	10/31/2023
------	------------



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Award Bid IFB-23-60 for Yearly Street Materials
Action Recommendation & Justification:	Resolution to Award Bid IFB-23-60 for Yearly Street Materials to Benton County Stone. Approved by Utility Board 5-0. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	Lowest bidders: Benton County Stone in the amount of \$409,786.00
Amount for Approval:	\$ 409,786.00

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
		\$	\$
		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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

CITY OF BENTONVILLE
1-year Blanket Bid
Street Materials

Bid No. IFB-23-60

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
15,000	TON	Our # 7008 SB2/CLASS 7 BASE <u>Benton County Stone</u>	<u>\$15.47</u>	<u>\$232,050.00</u>
8,000	TON	Our # 7005 CHAT 3/4" CLASS 67 BEDDING MATERIAL <u>Benton County Stone</u>	<u>\$20.47</u>	<u>\$163,760.00</u>
800	TON	Our # 7004 B-STONE (LARGE ROCK FOR DRAINAGE) <u>Benton County Stone</u>	<u>\$17.47</u>	<u>\$13,976.00</u>
		TOTAL BID COST		<u>\$409,786.00</u>

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-23-60 TO BENTON COUNTY STONE FOR THE PURCHASE OF VARIOUS STREET MATERIALS, IN THE AMOUNT OF FOUR HUNDRED NINE THOUSAND SEVEN HUNDRED EIGHTY-SIX DOLLARS (\$409,786.00); AND FOR OTHER PURPOSES.

WHEREAS, Benton County Stone is the lowest qualified bidder for bid IFB-23-60;

WHEREAS, this contract covers the purchase of various street materials that will be ordered on an 'as needed' basis; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Benton County Stone for the purchase of various street materials, in the amount of four hundred nine thousand seven hundred eighty-six dollars (\$409,786.00);

Section 2: This purchase will be made using budgeted funds;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waive Competitive Bidding - Holophane Lighting
Action Recommendation & Justification:	Ordinance waiving competitive bidding for the purchase and delivery of various decorative poles, arms and light fixtures on an as needed basis from Holophane, for the City of Bentonville Inventory Department. Approved by Utility Board 5-0. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	Dut to Holophane being the sole source for these items, it is neither practical nor feasible to solicit competitive bids. All totals listed are approximate only; award will be based on the unit prices attached. The items will be ordered on an as needed basis per the unit prices attached.
Amount for Approval:	\$ 3,994,781.00

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): 2024 Inventory Items

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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Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
POLES						
1	500	BEN-1745	WDA 12 F5J 17D C03 BK LAB	Wadworth,12', 5" Fluted, Cast Aluminum, Black	\$ 1,115.00	\$ 557,500.00
2	10	BEN-1742	NYA 12 F5J 17D C03 BK LAB	North Yorkshire, 12', 5" Fluted, Cast Aluminum, 17" Diameter Base, Black	\$ 1,550.00	\$ 15,500.00
3	10	BEN-1737	CHA 12 F5J 16D C03 BK LAB	Charleston Series Pole, 12' Tall, 5" Fluted Shaft, 16" Diameter Base, Cast Aluminum, Black Finish	\$ 1,550.00	\$ 15,500.00
4	10	BEN-1794	WDA 12 SL4 17D C03 BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,158.00	\$ 11,580.00
5	5	BEN-1793	WDA 12 SL4 17D C03 BK LAB RP60A ASSY10023	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, PROVISION FOR RECEPTACLE, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK	\$ 1,181.00	\$ 5,905.00
6	5	BEN-1792	WDA 08 SL4 17D C03 BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 8' TALL, 3"X3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 985.00	\$ 4,925.00
7	5	BEN-1791	CHA 12 SL4 12D PLN BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, PLAIN POLE CAP, 12" DIAMETER BASE. FINISHED HOLOPHANE BLACK, CHARLESTON BASE	\$ 1,511.00	\$ 7,555.00
8	5	BEN-1790	CHA 12 SL4 12D C03 BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 12" DIAMETER CHARLESTON BASE. FINISHED HOLOPHANE BLACK.	\$ 1,511.00	\$ 7,555.00
9	100	BEN-1740	FTA30E1-P9-BK-R	FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, PROVISION FOR RECEPTACLE, BLACK;	\$ 5,189.00	\$ 518,900.00
10	10	BEN-1518	FTA30E1-P9-BK	FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, BLACK;	\$ 5,189.00	\$ 51,890.00
11	10	BEN-2096	WDA 12 F5J 17D G12 BK LAB	WADSWORTH CAST ALUMINUM POLE, 12' TALL, 5" STRAIGHT FLUTED SHAFT WITH A 4.38"X12" TENON, 17" DIAMETER. BASE. FINISHED HOLOPHANE BLACK. TYPICALLY USED WITH HALLBROOK	\$ 1,115.00	\$ 11,150.00
12	10	BEN-1718	RTS 30 66B B04 NDR GR LA	30FT, 6.6 x 2.4 x 11 Gauge Wall: Tenon 2.38O.D. X 4inch LG., No Drill Pattern, Gray Paint, Less Anchor Bolts.	\$ 1,500.00	\$ 15,000.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
13	10	BEN-1242	CLS 22 FTB 24D C03 BK LAB RP252A ASSY10024	COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, PROVISION FOR RECEPTACLE, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK.	\$ 3,989.00	\$ 39,890.00
14	300	BEN-1738	CLS 22 FTB 24D C09 BK LAB	COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X 9" TENON, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK. LESS ANCHOR BOLTS	\$ 3,950.00	\$ 1,185,000.00
15	100	BEN-1243	C26CSBU055A	COLUMBIA SERIES CAST ALUMINUM CLAMSHELL BASE. 26" DIAMETER, FINISHED HOLOPHANE BLACK. DESIGNED TO FIT AROUND POLE #FTA30E1F1U931C	\$ 2,094.00	\$ 209,400.00
FIXTURES						
16	500	BEN-1584	GVD3 P40 40K MVOLT MS GL3LU BK PR7 PCLL	Granville LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Modern Style - Swing Open Design, Black, Symmetric Lunar Optic Type V, No Trim, No Finial, No Trim and Clear or No Finial, NEMA Twistlock Photocontrol Receptacle, Extended Lift Option with AS (120-277 V only)	\$ 968.00	\$ 484,000.00
17	400	BEN-2255	MGLEDM P5 40K MVOLT MR VH BKSD PR7 PCLL	MONGOOSE FIXTURE: LED MEDIUM (MGLEDM) 28,900 LUMENS, 4000K CCT, AUTO-SENSING VOLTAGE (120 THRU 277), MEDIUM ROADWAY, VERTICAL TENON/HORIZONTAL ARM, VITRACOAST SDRC BLACK, 7 PIN, NEMA PHOTOCONTROL RECEPTACLE, DLL PHOTOCONTROL.	\$ 989.00	\$ 395,600.00
18	10	BEN-1600	GSLB3 P40 40K MVOLT SC3 NPT BK PR7 PCLL	Hallbrook(R) GlasWerks II (GS) : GS,LED Multivolt 120, 208, 240, 277V Factory wired for 240V Only. UL listed, Pendant 1.5 NPT, Black, Standard, 4551 Asymmetric Distribution, None, NEMA Twistlock Photocontrol Receptacle, Protected Starter	\$ 1,695.00	\$ 16,950.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
19	10	BEN-2093	GVD3 P40 40K MVOLT GL3LU BK RB ST TGL PR7 PCLL	Utility GranVille (GVU) : Utility Granville Standard M Housing, LED, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only,Black,Lunar Optics Asymmetric, IES Type III Distribution,Ribs and Bands,Painted Cast Aluminum Standard, Gold ,NEMA twistlock photocontrol receptacle,Protected Starter	\$ 1,250.00	\$ 12,500.00
20	10	BEN-1927	GVD3 P40 40K MVOLT MS GL3LU BK SY ST TBK PR7 PCLL	Syracuse, with Utility GranVille Optic (GVU): Utility Granville Standard M Housing, LED, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Syracuse Style with Cover, Painted Cast Aluminum Standard Finial, Black, NEMA twistlock photocontrol receptacle	\$ 1,320.00	\$ 13,200.00
ARMS						
21	200	BEN-1036	WLDF NPT15S BK	ARM LEVELING FITTER: WEST LIBERY DECORATIVE ARM FITTER, SPLIFIT 2" NOMINAL PIPE, SWIVEL, CAST ALUMINUM, BLACK	\$ 176.00	\$ 35,200.00
22	10	BEN-1227	CSC 15IN 2A TN BK	Cincinnati Series Crossarm (CSC) : CSC30 (Two at 180),CA,Black	\$ 585.00	\$ 5,850.00
23	10	BEN-1234	CCA 15IN 2A TN BK	Cleveland Series Crossarm (C): C30 (Two at 180),CA, Black	\$ 750.00	\$ 7,500.00
24	10	BEN-1038	WLC 72IN 2A TN BK	WLC144/2CABKH WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 144" Roadway Arm For 2 Units at 180,Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 1,451.00	\$ 14,510.00
25	300	BEN-2239	WLC 48IN 1A TN BK	ARM WLC SERIES, ROADWAY ARM 48" ONE WAY ARM, CAST ALUM, BLACK, REQUIRES A 3" X 9" TENON	\$ 802.00	\$ 240,600.00
26	100	BEN-1039	WLC 72IN 1A TN BK	WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm,72" Roadway One Way Arm,Cast Aluminum,Black REQUIRES A 3"X9" TENON	\$ 1,106.00	\$ 110,600.00
List of misc. LED fixtures in this section - 12 items						

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
27	10	BEN-2259	MGLEDMLTS GRSD	LIGHT TRESSPASS SHIELD GRAY	\$ 52.00	\$ 520.00
28	10	BEN-2260	MGLEDMHSS	HOUSE SIDE SHIELD	\$ 50.00	\$ 500.00

\$ 3,994,780.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HOLOPHANE LIGHTING FOR THE PURCHASE OF DECORATIVE LIGHTING FIXTURES IN THE APPROXIMATE AMOUNT OF THREE MILLION NINE HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS (\$3,994,781.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department currently utilizes Holophane Lighting for decorative lighting within the City of Bentonville;

WHEREAS, the City of Bentonville Electric Utilities Department has negotiated with Holophane Lighting for the purchase of decorative lighting fixtures, in order to match current installed equipment;

WHEREAS, soliciting bids is not feasible as this equipment matches existing equipment throughout the City of Bentonville; and

WHEREAS, this purchase will be made on an “as needed” basis using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement for decorative lighting from Holophane Lighting in the approximate amount not to exceed three million nine hundred ninety-four thousand seven hundred eighty-one dollars (\$3,994,781.00);

Section 2: Because this equipment matches existing equipment used throughout the City of Bentonville, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3: This purchase will be made using budgeted funds;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Agreement with Frost Oil Company for Fuel Purchase
Action Recommendation & Justification:	Resolution authorizing Mayor and City Clerk to enter into an agreement with Frost Oil Company for the purchase of fuel (unleaded and Dyed #2 Ultra Low Sulfur diesel) for a 5-year term. Approved by Utility Board 5-0. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	Frost Oil has supplied Bentonville with fuel for the last 10-ys. Prices per gallons will be reviewed each year.
Amount for Approval:	\$

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	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$

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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CONTRACT OF SALE

THIS CONTRACT OF SALE (END USER) (the "Contract") made and entered into this 16th day of December, 2023 between **Frost Oil Co.**, with a business address of 1430 S. 28th Street, Van Buren, AR 72956 (hereinafter called "Seller") and **the City of Bentonville, Arkansas**, with a business address of 117 West Central, Bentonville, AR 72712 (hereinafter called "Purchaser").

WITNESSETH:

For and in consideration of the mutual promises herein contained and pursuant to the terms herein, Seller agrees to sell and deliver to Purchaser, and Purchaser agrees to purchase and receive from and pay Seller for, petroleum products of the kinds and in the quantities and under the terms and conditions specifically set forth in the Commodity Schedule(s) annexed hereto and made a part hereof.

1. **Duration.** This Contract shall be for a term of five (5) years, commencing on the 16th day of December, 2023, and expiring on the 15th day of December, 2028 (the "Term"). Seller shall have the right to grant temporary extensions of this Contract of up to 60 days per extension at the request of Purchaser. Any such extensions shall not be considered a renewal of this Contract.

2. **Products.** (a) During the Term of this Agreement and any extensions thereof, Purchaser shall purchase from Seller all of Purchaser's requirements for motor fuel products, with said motor fuel products to be delivered by Seller to the delivery locations specified in the Commodity Schedules attached hereto (the "Premises"). The Commodity Schedule(s) forming a part of this Contract and attached hereto were affixed at the signing hereof.

(b) By mutual consent this Contract may be amended from time to time by adding other or additional Schedules, substituting revised schedules or by deleting one or more items or provisions from any Commodity Schedule(s) attached hereto. Additional and revised schedules shall be so marked and initialed by authorized representatives of Seller and Purchaser and shall be affixed to and become a part of this Contract from and after the date appearing on such additional or revised schedule. Deletions shall be by notice given as provided herein and effective when accepted.

(c) At Seller's sole option, this Contract may be terminated without notice upon Purchaser's failure to pay any amount when and as due, and no forbearance, course of dealing, or prior payment shall affect these rights of termination.

3. **Taxes.** It is agreed that there shall be added to the Contract price specified herein, and Purchaser will assume and pay, any and all taxes, fees, duties, and/or any other charges that may now or hereafter be imposed by the federal, state, or local government or any other governmental authority, upon the products covered by this Contract, or in respect to the importation, exportation, production, manufacture, storage, inspection, sale, use, handling, distribution or transportation thereof or of this Contract. Should Purchaser claim exemption from any such tax, fees, duties, or charges, said Purchaser shall (i) furnish appropriate, properly executed exemption certificates, in accordance with applicable laws and regulations in effect at the time of sale; and (ii) shall pay all such taxes, fees, duties, and charges until such exemption is approved.

4. **Price.** The price of the product(s) covered by this Contract shall be as stated in the applicable Commodity Schedule(s). Purchaser shall pay via check for all goods delivered to Purchaser by Seller hereunder within fifteen (15) days from the date of each delivery. Purchases made shall be payable at Seller's principal office unless otherwise specified by Seller.

5. **Credit.** If Seller, in its sole determination, extends credit to Purchaser, such extension of credit shall be made on such terms and conditions that Seller may require including, without limitation, the following:

(a) If payment is not made on or before the due date, a late payment charge in an amount established by Seller from time to time, not to exceed the maximum allowed by law, may be imposed for each month (and any part thereof) which elapses from due date to the date payment is received by Seller. Seller's right to collect a late payment charge does not operate as a waiver against Seller's right of termination of this Contract or of any other right that Seller may have at law or in equity.

(b) Seller reserves the right to withdraw such credit, or modify the terms and conditions of such credit, immediately at any time on giving to Purchaser notice thereof. If credit is withdrawn, all amounts then due and owing shall become payable immediately, and all future sales by Seller to Purchaser shall be for cash (or at Seller's option certified or cashier's check, money order or other means approved by Seller) payable prior to, or upon, delivery.

(c) Seller shall have the right, but not the obligation, to offset any indebtedness owed by Seller to Purchaser against any indebtedness owed by Purchaser to Seller, whether arising from the sale of goods or product(s) under this Contract, or from any other business transaction.

(d) In the event of insolvency of Purchaser, assignment for benefit of creditors, the institution of bankruptcy, insolvency, reorganization, receivership, debt adjustment, or liquidation proceedings, by or against Purchaser, or failure of Purchaser to perform any of the obligations of payment in accordance with the terms of payment established by Seller from time to time, Seller shall have the option without notice or demand upon Purchaser to declare an event of default under the Uniform Commercial Code, and upon any such default, Seller may declare all of Purchaser's indebtedness to Seller immediately due and payable. Thereafter Seller may proceed to enforce payment and may exercise any and all rights available to it.

6. **Discontinuance or Substitution of Products.** Seller reserves the right upon thirty (30) days' written notice to Purchaser to discontinue the sale of

any product named herein due to the unavailability of any such product at Seller's primary source of supply. Should Seller do so, Seller shall not thereafter be obligated to make deliveries of such product. If Seller has available another, substantially similar product for sale to Purchaser in place of the discontinued one, Seller may substitute such substitute product for the one discontinued upon the consent of Purchaser, in which event this Agreement shall continue to the end of the Term.

7. Deliveries Delayed or Prevented. In the event the Seller's performance of this Contract is affected by strike, hurricane, tornado, fire, riot, war, act of terrorism or sabotage, Act of God, governmental regulations, or governmental requests or requisitions for national defense or other purposes, or failure or shortage of railway, pipe line, or vessel service normally available to Seller, or breakdown of, or injury to, or shortage in, facilities used for the production, refining, or transportation of the products described herein, or of the crude oil or other raw material from which they are made, or any other cause beyond the reasonable control of Seller, whether similar to or dissimilar from the enumerated causes, Seller may, at its, his, or their option suspend or terminate the performance of this Contract, in whole or in part, and no liability for damages shall attach against Seller on account thereof. Seller shall not be required to make up any deliveries omitted on account of any such causes.

8. Shipments. Claims regarding shortage in quantity shall be made at the time of delivery. Any claims regarding variance in quality of product(s) delivered by Seller shall be made no later than three (3) days after date of delivery. The parties hereto agree that, in the event of any claims asserted by the Purchaser hereunder, the Seller shall be given an opportunity to promptly inspect the product(s) or goods delivered and failure of the Purchaser to comply with these requirements shall operate as a waiver of any and all claims by the Purchaser.

9. Delivery/Title/Risk of Loss/Liability. (a) Delivery, passage of title, and risk of loss of the product(s) covered by this Contract shall be as follows: (i) Where delivery is made to Purchaser's business location in transportation furnished by Seller, delivery shall be complete on unloading of the tank wagon or transport truck. Where delivery is made into equipment furnished by Purchaser, if applicable, delivery shall be complete at the point of loading of such equipment. (ii) Title to product covered under the Contract shall pass to Purchaser upon delivery of product. (iii) Risk of loss of product shall pass to Purchaser upon delivery of product.

(b) Seller shall not be liable to Purchaser or to any other person for any damage to, or loss of property, or for injury to or death of persons, or for the violation by Purchaser, his agents or employees of any governmental statute, law, regulation, rule, or ordinance, arising from Purchaser's use, transportation, or storage of the products purchased under this Contract. Purchaser shall indemnify, protect and save Seller harmless from and against any and all losses, claims, liabilities, fines, environmental damages, penalties, suits and actions, judgments and costs, including attorneys' fees and the costs of litigation, which arise from, or grow out of, any injury to or death of persons or damage to or loss of property, or for violation by Purchaser, his agents or employees, of any governmental statute, law, regulation, rule, or ordinance, directly or indirectly resulting from, or in any way connected with, Purchaser's use, transportation, or storage of the products purchased hereunder, whether sustained by Purchaser or his agents or employees, or any other person, firm or corporation which may seek to hold Seller liable. This indemnity shall survive termination or expiration of this Contract. Nothing contained herein shall constitute a waiver of the City of Bentonville's tort immunity or any other immunity to which it may be entitled by law.

10. Unloading Demurrage. No bulk deliveries will be made in transport vehicles or vessels unless Purchaser shall provide adequate facilities to receive such deliveries. Purchaser shall pay demurrage, car rental, charter hire, and all damages for the time any such vehicles or vessels are held more than one (1) hour after arrival at destination.

11. Waivers. No waiver by Seller of any breach of any of the covenants or conditions herein contained to be performed by Purchaser shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

12. Notices. All written notices required or permitted to be given by this Contract shall be deemed to be duly given if delivered personally or sent by certified mail or via reputable, national overnight courier (such as Federal Express) to Seller or to Purchaser, as the case may be, at the address set forth above or to such other address as may be furnished by either party to the other in writing in accordance with the provisions of this paragraph. The date of mailing shall be deemed the date of giving such notice, except for notice of change of address, which must be received to be effective.

13. Entirety of Contract. This Contract cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices, amendments, promises, and understandings between the parties pertaining to the matters covered under this Contract, except any indebtedness owed to Seller by Purchaser, and is a final, complete and exclusive statement of the agreement between Seller and Purchaser. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT. No amendment, deletion, modification, or alteration to this Contract shall have any effect unless and until made in writing and signed by an authorized representative of Seller and by Purchaser. EXECUTION OF THIS CONTRACT BY PURCHASER IS AN ACKNOWLEDGEMENT THAT NO REPRESENTATIONS NOT SET FORTH IN WRITING HEREIN HAVE BEEN MADE OR RELIED UPON BY PURCHASER.

14. Assignment. This Contract shall not be transferred or assigned by Seller or Purchaser in whole or in part, directly or indirectly, without the prior written consent of the other party hereto. No assignment or transfer shall affect the continuing primary liability of Purchaser (which liability, following assignment or transfer shall be joint and several with the assignee). No consent to any of the foregoing shall operate as a waiver in any subsequent instance. This Contract shall bind the executors, administrators, personal representatives, assigns, and successors of the respective

parties.

15. Express Warranties. Seller warrants that the product(s) supplied hereunder will conform to the promises and affirmations of fact made in Seller's or Seller's suppliers' current technical literature and printed advertisements, if any, related specifically to such product(s); that it will convey good title to the product(s) supplied hereunder, free of all liens, and that the product(s) supplied hereunder meet such specifications as have been expressly made a part of this Contract. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED. THE WARRANTY OF MERCHANTABILITY, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, AND WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

16. Hazardous materials. Purchaser recognizes that it is handling hazardous substances and agrees that in receiving, storing, handling and using product(s) purchased from Seller hereunder for its own use, Purchaser shall in all respects exercise the strictest care required by law and that it will comply with any and all applicable federal, State and local laws, ordinances and regulations pertaining to the storage and use of petroleum products, obligations, where applicable, imposed on the "owner" and "operator" of storage tank systems, prevention of spills, leaks, venting or other unintended discharge from product containers or storage tanks and the method of cleanup or disposal of product which has leaked, spilled, vented or otherwise unintentionally discharged from containers or storage tanks. Purchaser further understands, warrants, and agrees that it has sole responsibility for the storage, maintenance and use of all product(s) purchased from Seller hereunder and for corrective action and claims of third parties resulting from any failure to comply with the above and PURCHASER WILL DEFEND, INDEMNIFY AND HOLD SELLER, ITS SUCCESSORS AND ASSIGNS, HARMLESS AGAINST ALL LOSSES, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES, LIABILITIES, ATTORNEYS' FEES AND INTEREST ARISING OUT OF PURCHASER'S FAILURE TO COMPLY WITH THIS PARAGRAPH, and such failure by Purchaser shall entitle Seller to cancel any mutual contract immediately as it applies to the product(s) affected by such failure or other products which require the same standard of care.

17. Termination. (a) This Contract shall terminate upon expiration of the Term of this Contract.

(b) This Contract may be terminated by Seller, and no forbearance, course of dealing, or prior payment shall affect these rights of termination: (i) if Purchaser makes any material false or misleading statement or representation which induces Seller to enter into this Contract, or which is relevant to the relationship between the parties hereto; (ii) if Purchaser becomes insolvent or commits an act of bankruptcy or takes advantage of any law for the benefit of debtors or Purchaser's creditors, or if a receiver is appointed for Purchaser; (iii) upon Purchaser's failure to pay any amount when and as due; (iv) if Purchaser defaults in any of its obligations under this Contract; (v) upon assignment of the Contract by Purchaser contrary to the terms of this Contract; or (vi) for grounds described elsewhere in this Contract as causes for termination by Seller.

(c) Termination of this Contract by either party for any reason shall not relieve the parties of any obligation theretofore accrued under this Contract.

18. Compliance with Laws. Both parties expressly agree that it is the intention of neither party to violate statutory or common law and that if any section, sentence, paragraph, clause or combination of same is in violation of any law, such sentences, paragraphs, clauses or combination of same shall be inoperative and the remainder of this Contract shall remain binding upon the parties hereto.

19. Attorney's Fees. It is hereby agreed to and understood by the parties to this Contract that if Seller obtains a judgment against Purchaser for breach of any provision hereof, Seller's contract damages include all attorney's fees and other litigation costs and expenses incurred by Seller in obtaining such judgment.

20. Damages. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER UNDER TORT, STRICT LIABILITY, OR WARRANTY OR WHETHER ARISING OUT OF, OR FLOWING FROM, OR IN ANY MANNER RELATED TO THE MATTERS COVERED UNDER THIS CONTRACT.

21. Jointly Drafted. This Contract shall be deemed to have been drafted by all parties hereto and, in the event of dispute, each party waives the defense of *contra proferentem*.

22. No Third-Party Beneficiary. This Contract is personal to the Purchaser and is intended for the sole use and benefit of Seller and Purchaser. Nothing contained herein shall be deemed, interpreted, or construed to create, or express any intent to create, third party beneficiary rights in favor of any person or entity, except for any indemnified party (or other person entitled to be indemnified pursuant to this Contract), and Seller and Purchaser specifically state and agree that no such intent exists.

23. Commencement. This Contract shall not be binding upon Seller until signed on its behalf by an authorized representative of Seller. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement.

SELLER: Frost Oil Co.

By: _____

Title: _____

Witness: _____

PURCHASER: City of Bentonville, Arkansas

By: _____

Title: _____

Witness: _____

COMMODITY SCHEDULE

PURCHASER: City of Bentonville
DELIVERY POINT: Bentonville, AR
PRODUCT: Diesel

DATE: December 16, 2023
GRADE: Dyed #2 Ultra Low Sulfur

This Commodity Schedule is attached to and made a part of, a Contract of Sale between Purchaser and Seller dated and effective as of December 16, 2023 (the "Contract"). Unless otherwise indicated, the capitalized terms used in this Commodity Schedule shall have the same meaning used in the Contract.

1. Quantity. All Purchaser's estimated annual requirements, for delivery in approximately equal monthly quantities upon reasonable notice to Seller at the storage location(s) of Purchaser in Bentonville, AR (the "Premises").
2. Delivery/Title/Risk of Loss. Delivery, title, and risk of loss shall be made or pass as set forth in the Contract.
3. Inspection. Purchaser shall have the right, at its expense, to have an inspection made at delivery point, provided such inspection shall not delay shipment. Should Purchaser fail to make inspection, it shall accept Seller's inspection and measurement.
4. Price. The price to be paid by Purchaser shall be the OPIS daily average price for Dyed #2 Ultra Low Sulfur Diesel at Rogers, AR in effect at the time of delivery, plus Seller's margin of \$.115 per gallon, plus Seller's freight rate from Rogers, AR to the Premises in effect at the time of delivery (currently \$.03463 per gallon, but subject to revision if and when Seller's freight rates to all customers are increased), plus all applicable state or federal taxes and fees to which Purchaser is subject. All prices charged by Seller are subject to the provisions of applicable law.

ACCEPTED:

ACCEPTED:

SELLER:

PURCHASER:

Frost Oil Co.

City of Bentonville, Arkansas

By _____

By _____

Title: _____

Title: _____

Witness: _____

Witness: _____

Date _____

Date _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AGREEMENT WITH FROST OIL, CO. FOR THE
PURCHASE OF FUEL PRODUCTS; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville Electric Utilities Department have negotiated a five-year term for with Frost Oil, Co. for the purchase of unleaded fuel and Dyed #2 Ultra Low Sulfur diesel;

WHEREAS, Frost Oil has supplied Bentonville with fuel for the last ten years; and

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement for the purchase of fuel products with Frost Oil, Co.;

Section 2: This purchase will be made using budgeted funds;

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

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

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waive Competitive Bidding - Techline for 3 Phase Transformers
Action Recommendation & Justification:	Ordinance to waive competitive bidding to purchase 3 phase transformers from Techline, in an amount not to exceed \$358,678.00 plus applicable taxes. Approved by Utility Board 5-0. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Stuart Irby has lower per unit cost, but has a much longer lead time.
Amount for Approval:	\$ 358,678.00

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!

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH TECHLINE FOR THE PURCHASE OF CERTAIN TRANSFORMERS IN THE AMOUNT OF THREE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$358,678.00), PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

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

WHEREAS, due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids; and

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement for the purchase of three phase transformers from Techline in the amount of three hundred fifty-eight thousand six hundred seventy-eight dollars (\$358,678.00), plus applicable taxes;

Section 2: Because of market volatility and lead times related to these products, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3: This purchase will be made using budgeted funds;

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

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

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waive Competitive Bidding - Mueller Company for Various Water Meters
Action Recommendation & Justification:	Ordinance waiving competitive bidding for the purchase and delivery of various Mueller water meters on an as needed basis from Mueller Company for the City of Bentonville Inventory Department. Approved by Utility Board 5-0. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	Due to Mueller being the sole source for these items, it is neither practical nor feasible to solicit competitive bids. All totals listed are approximate only; award will be based on the unit prices attached. The items will be ordered on an as needed basis per the unit prices attached.
Amount for Approval:	\$ 772,178.50

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
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Fund(s) Impacted

(check all that apply)

☐ General Fund
 ☐ Utility Fund
 ☐ Street Fund
 ☒ Other(s): 2024 Inventory Items

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

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

MUELLER WATER METERS 2024

ITEM NO.		UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,500	EA.	4377	METER 5/8 X 3/4 420B, BB, SSR, 5' NODE VOGB237 (with V4 NODES)	\$274.00	\$411,000.00
2	150	EA.	4375	METER 1" 452, IB, SSR, 5' NODE VOKS137 (with V4 NODES)	\$389.69	\$58,453.50
3	2500	EA.	4586	MOUNTING KIT MI.NET TTL MS-TTL-A	\$19.39	\$48,475.00
4	1500	EA.	4399	NODE ONLY 5' WIRE WITH NICOR MSW-NODE6S-1P-05-PO	\$169.50	\$254,250.00
						\$772,178.50

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH MUELLER COMPANY FOR THE PURCHASE OF VARIOUS WATER METERS, IN THE APPROXIMATE AMOUNT OF SEVEN HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS AND FIFTY CENTS (\$772,178.50); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Water Department currently utilizes Mueller water meters within the City of Bentonville;

WHEREAS, the City of Bentonville Water Department has negotiated with Mueller for the purchase of water meters in order to match current installed equipment;

WHEREAS, soliciting bids is not feasible as this equipment is required to match existing equipment throughout the City of Bentonville; and

WHEREAS, this purchase will be made on an “as needed” basis using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement for water meters from Mueller Company in the approximate amount not to exceed seven hundred seventy-two thousand one hundred seventy-eight dollars and fifty cents (\$772,178.50);

Section 2: Because this equipment matches existing equipment used throughout the City of Bentonville, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3: This purchase will be made using budgeted funds;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waive Competitive Bidding - Henard Utility Products, Inc. for Various Badger Water Meters
Action Recommendation & Justification:	An ordinance waiving competitive bidding for the purchase and delivery of various Badger water meters on an as needed basis from Henard Utility for the City of Bentonville Inventory Department. Approved by Utility Board 5-0. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	Due to Henard being the sole source for these items, it is neither practical nor feasible to solicit competitive bids. All totals listed are approximate only; award will be based on the unit prices attached. The items will be ordered on an as needed basis per the unit prices attached.
Amount for Approval:	\$ 172,235.00

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): 2024 Inventory Items

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

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

BADGER WATER METERS 2024

ITEM NO.	Qty	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,000	EA.	4606	BADGER MODEL M25 - 5/8" X 3/4" NSF-61 POSITIVE DISPLACEMENT METER - CAST IRON BOTTOM - HR-E LCD ENCODER - 7 DIAL 1 US GALLONS - NICOR CONNECTOR. PART NUMBER 107-6685	\$147.65	\$147,650.00
2	100	EA.	4607	BADGER MODEL M55 - 1" NSF-61 POSITIVE DISPLACEMENT METER - CAST IRON BOTTOM HR-E LCD ENCODER - 7 DIAL US GALLONS - NICOR CONNECTOR. PART NUMBER 103-4665	\$245.85	\$24,585.00
						\$172,235.00

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF CERTAIN WATER METERS FOR THE BENTONVILLE INVENTORY DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, IN THE APPROXIMATE AMOUNT OF ONE HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS (\$172,235.00), WITH HENARD UTILITY PRODUCTS INC., FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires various Badger water meters in order to meet required specifications;

WHEREAS, these items will be ordered on an as needed basis;

WHEREAS, Henard Utility Products Inc. is the sole provider for the standardized water meters in the State of Arkansas, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Henard Utility Products Inc. for the purchase of Badger water meters for the Bentonville Inventory Department in an approximate amount not to exceed one hundred seventy-two thousand two hundred thirty-five dollars (\$172,235.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of electric meters for the Bentonville Inventory Department;

Section 3: This purchase will be made using budgeted funds;

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

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

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waive Competitive Bidding - Core & Main for Various Sensus Water Meters
Action Recommendation & Justification:	Ordinance waiving competitive bidding for the purchase and delivery of various Sensus water meters on an as needed basis from Core and Main, for the City of Bentonville Inventory Department. Approved by Utility Board 5-0. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	Due to Core and Main being the sole source for these items, it is neither practical nor feasible to solicit competitive bids. All totals listed are approximate only; award will be based on the unit prices attached. The items will be ordered on an as needed basis per the unit prices attached.
Amount for Approval:	\$ 114,775.50

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): 2024 Inventory Items

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

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

SENSUS WATER METERS 2024

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	100	EA	4002	2" T2 OMNI METER T21G1BA	\$950.00	\$95,000.00
2	1	EA	4004	3" T2 OMNI METER T31G1BA	\$1,192.50	\$1,192.50
3	2	EA	4376	4" T2 OMNI METER T41G1AA	\$2,295.00	\$4,590.00
4	1	EA	4007	6" T2 OMNI METER T61G1AA	\$4,286.00	\$4,286.00
5	5	EA	4001	2" T2 DROP ASSEMBLY T29G1BA	\$740.00	\$3,700.00
8	1	EA	4003	3" T2 DROP ASSEMBLY T39G1BA	\$867.00	\$867.00
9	2	EA	4005	4" T2 DROP ASSEMBLY T49G1AA	\$890.00	\$1,780.00
10	2	EA	4006	6" T2 DROP ASSEMBLY T69G1AA	\$1,680.00	\$3,360.00
						\$114,775.50

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF VARIOUS SENSUS WATER METERS FOR THE BENTONVILLE INVENTORY DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, IN AN APPROXIMATE AMOUNT OF ONE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND FIFTY CENTS (\$114,775.50), WITH CORE AND MAIN, FOR THIS PURCHASE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires various Sensus water meters in order to meet required specifications;

WHEREAS, Core and Main is the sole provider for the various Sensus water meters in the State of Arkansas, and bidding would not result in competitive submittals; and

WHEREAS, this purchase will be made on an “as needed” basis using budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Core and Main for the purchase of various Sensus water meters for the Bentonville Inventory Department in an amount not to exceed one hundred fourteen thousand seven hundred seventy-five dollars and fifty cents (\$114,775.50);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of various Sensus water meters for the Bentonville Inventory Department;

Section 3: This purchase will be made using budgeted funds;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Beau Thompson, Travis Matlock
Phone:	479-271-3140	For Department(s):	Water Utilities and Electric Department
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waive Competitive Bidding - Superior Auto Group for Five (5) Half Ton Truck Replacements
Action Recommendation & Justification:	Ordinance requesting City Council approval of a Waiver of Bid Request to purchase five half-ton trucks from Superior Auto Group for \$45,060.00 each. All five trucks are replacements within our existing fleet. All the trucks are experiencing mechanical issues and are more than 10 years of age. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Staff is requesting the replacement of 5 trucks that are no longer reliable for use by the departments and maintenance cost are escalating. There is an immediate need for the replacement due to the several existing trucks being inoperable. The trucks being replaced are 3020-17, 3020-18, 3020-19, 3040-14 and 3010-48. The 1/2 ton crew cab was not included in the state bid process and no contract was awarded. Superior has the trucks on the lot and they will be available Jan. 1.
Amount for Approval:	\$ 225,300.00

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):

The purchase is within the budgeted amount for 2024.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



2023 MODEL YEAR Superior Dodge, Jeep, Ram, Chrysler

RAM 1500 CLASSIC TRADESMAN CREW CAB 4X4

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

FCA US LLC

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

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

Base Price: \$44,430

RAM 1500 TRADESMAN CREW CAB 4X4

Exterior Color: Bright White Clear-Coat Exterior Paint

Interior Color: Black / Diesel Gray Interior Colors

Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat

Engine: 5.7L V8 HEMI® MDS VVT Engine

Transmission: 8-Speed Automatic 8HP70 Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags

Supplemental Front Seat-Mounted Side Air Bags

Supplemental Side-Curtain Front and Rear Air Bags

Supplemental Side Air Bags

Parkview® Rear Back-Up Camera

Trailer-Tow with 4-Pin Connector Wiring

Class III Bumper Hitch

7-Pin Wiring Harness

Locking Tailgate

Anti-Lock 4-Wheel Disc Brakes

Electronic Stability Control

Speed Control

Sentry Key® Theft Deterrent System

Tire Pressure Monitoring Display

INTERIOR FEATURES

Ram Clean Air System

Uconnect® 3 with 5-Inch Touch Screen Display

6 Speakers

Integrated Voice Command

Media Hub with USB and Auxiliary Port

Power Front Windows with 1-Touch Up / Down

Tilt Steering Column

Vehicle Information Center

Front Armrest with Three Cupholders

40/20/40 Split Bench Seat

Rear Folding Seat

Rear Under-Seat Storage Compartment

Black Vinyl Floor Covering

EXTERIOR FEATURES

17-Inch x 7.0-Inch Steel Wheels

P265/70R17 BSW All-Season Tires

Halogen Quad Headlamps

Automatic Headlamps

Black Front Bumper

Black Rear Bumper

Black Grille

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 26B

Remote Keyless-Entry with AllSecure® \$190

Class IV Receiver-Hitch \$445

Destination Charge \$1,995

TOTAL PRICE: * \$47,060

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.

3-year or 36,000-mile Basic Limited Warranty.

Ask Dealer for a copy of the limited warranties or

see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

\$45,060.00

11/07/2023

Assembly Point/Port of Entry: WARREN, MICHIGAN, U.S.A.

S.L.

SHIP TO:

VIN: 1C6-RR7ST4PS-575513

L4-VON: 0025

0721-0



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

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

EPA
DOT

Fuel Economy and Environment



Gasoline Vehicle

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



17 MPG
combined city/hwy
15 city
20 highway

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

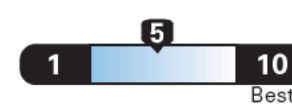
5.9 gallons per 100 miles

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

Annual fuel cost
\$3,000

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)



This vehicle emits 528 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fuelconomy.gov.

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

fuelconomy.gov

Calculate personalized estimates and compare vehicles

Smartphone
QR Code



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver
Passenger

★★★★★
★★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat
Rear seat

★★★★★
★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 69%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO : 22%

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

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:
WARREN, MICHIGAN, U.S.A.

COUNTRY OF ORIGIN:

ENGINE: MEXICO

TRANSMISSION: UNITED STATES

Snow Plow Prep Disclaimer

This vehicle not factory equipped for Snow Plow installation – See dealer for details.



**VEHICLE
PROTECTION**
A PRODUCT OF FCA US LLC

Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTO GROUP, FOR THE PURCHASE OF FIVE (5) HALF-TON TRUCKS IN THE AMOUNT OF TWO HUNDRED TWENTY-FIVE THOUSAND THREE HUNDRED DOLLARS (\$225,300.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Water Utilities and Electric Department need five (5) half-ton trucks to replace the existing fleet trucks that are experiencing mechanical issues as well as several trucks being inoperable;

WHEREAS, this purchase was not included in the state bid process and no contract was awarded;

WHEREAS, Superior Auto Group has the trucks on the lot, and they will be available January 1, due to the current vehicle market, soliciting bids is not feasible; and

WHEREAS, this is a budgeted item;

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Superior Auto Group for the purchase of five (5) half-ton trucks in the amount of two hundred twenty-five thousand three hundred dollars (\$225,300.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of five (5) half-ton trucks;

Section 3: This purchase will be made using budgeted funds;

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

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

Section 6 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/28/2023	Submitted By:	Mike Bender
Phone:	479-271-3140	For Department(s):	Water Utilities
Email:	mbender@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	ARDOT Utility Relocation Agreement, ARDOT Project 090512 (Hwy 112)
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with the Arkansas State Highway Commission for relocation of utilities associated with ARDOT Project 090512 - Springdale Bypass - Hwy 12 P.E. Route 112, Section 2, Benton County. Utility Board approved this item 5-0. A budget adjustment is required for this project.
Additional Comments for Consideration (Optional):	Total expected project cost is estimated at \$24,015,418.48 including engineering, easement acquisition, and construction associated with relocation of 12,696 linear feet of 48-inch water transmission main. This project is 99.53% eligible for reimbursement yielding \$23,902,546.01 to be paid by ARDOT and \$112,872.47 to be borne by the City. Final costs will be based on final actual total costs. A budget adjustment of \$755,477.00 was approved by the City Council in June 2023 which is included in the total costs listed above and qualifies for reimbursement.
Amount for Approval:	\$ 24,015,418.48

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

503020-33410	State Capital Grant	\$	\$ 23,902,546.
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503020-47320	Improvements Other - Water Imp	\$ 23,259,941.48	\$
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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ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENT

State Job No 090512 (Utilities) County Benton
Federal Aid Project CMF-0004(74) Route 112 Section 2
Job Location Springdale Bypass - Utility Owner Bentonville Water
Hwy. 12 P. E.

THIS AGREEMENT, made and entered into this _____ day of _____, 20 _____, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas Department of Transportation, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department," and the ***Bentonville Water of Bentonville, AR*** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

The Department proposes to make highway improvements as specified under the above referenced job number and the Owner will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The Department will participate in the cost of said adjustment/relocation to the extent that eligibility is hereinafter established.

Payment will be made on **actual cost** basis as mutually agreed between Owner and Department.

This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

DESCRIPTION OF WORK: **See Exhibit A on Page 4**

The Department agrees that the required adjustment is **99.53%** eligible for reimbursement for the total cost which is estimated to be **\$24,015,418.48** of which **\$23,902,546.01** is to be paid by the Department and **\$112,872.47** is to be borne by Owner.

Owner will not commence work until authorized by the Department, and will then endeavor to begin within **395 calendar** days and complete within **365 calendar** days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.

Expenses incurred under an actual cost agreement may be billed to the Department monthly in increments of \$5,000.00 or more.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, Owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices as amended and supplemented.

To the extent applicable to this agreement, the Owner shall comply with the Buy America and Build America, Buy America requirements (as specified in 23 U.S.C. 313, 23 CFR 635.410 and the Infrastructure Investment and Jobs Act (IIJA)). The Owner is not required to change its existing standards for materials as long as these requirements are met. These requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet these requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under these requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of these requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

Owner shall be responsible for and shall hold harmless the Arkansas State Highway Commission, the Department and their officers and employees from any and all claims, actions, causes of action, suits, damages, losses or liability whatsoever, arising out of Owner's performance of the work subject to this Agreement.

Notwithstanding anything hereinbefore written, neither the Owner nor the Department by execution of this Agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

Bentonville Water**ARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS DEPARTMENT of
TRANSPORTATION**

Stephanie Orman
Name (Typed or Printed)

(For) Director

Mayer
Title

Right of Way Division Head

Signature

Section Head-Utilities Section

FEDERAL TAXPAYER IDENTIFICATION #

Kirby Romines
Name (Typed or Printed)

City Clerk
Title

Signature

EXHIBIT A

Adjust water facilities to clear highway construction by abandoning 12,696LF of 48" water main complete with appurtenances. Restore service by installing 14,522LF of 48" water main complete with appurtenances. Of the 12,696LF being abandoned 12,636 is on private property; therefore, the reimbursement factor is $12,636/12,696=99.53\%$.

The Department has agreed, under Section 14.1 of the Department's Utility Accommodation Policy, to authorize the advancement of reimbursement payments for the Preliminary Engineering and Construction phases of the Owner's relocation activity..

Owner will perform work with contract forces through competitive bids.

Summary of Cost

Preliminary Engineering	\$	755,477.00
Construction Cost	\$	20,574,200.00
Easement Acquisition	\$	2,685,741.48
TOTAL COST	\$	24,015,418.48

Reimbursable Cost $\$24,015,418.48 \times 99.53\% = \$23,902,546.01$



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

November 6, 2023

Mike Bender
Bentonville Water
3200 SW Municipal Dr.
Bentonville, AR 72712

RE: Job 090512 (Utilities)
CMF-0004(74)
Springdale - Hwy. 12 P. E.
Route 112 Section 2
Benton County

Dear Mr. Bender:

The estimate of cost and plans covering your proposed adjustments on the referenced job have been reviewed and an agreement prepared in accordance with the proposal. The original and one (1) copy of the agreement are enclosed for your review and execution.

This agreement has been prepared on the Department's standard utility relocation agreement. Reimbursement will be made on the actual cost payment procedure. If reimbursement is being sought, materials used are to be in compliance with Buy America and Build America, Buy America provisions under guidelines of 23 U.S.C. 313, CFR 635.410 and the Infrastructure Investment and Jobs Act (IIJA).

Attached is a certification of compliance for the above mentioned Buy America provision, please sign and return with the signed and witnessed original agreement to this office for further handling. The extra copy is for your file until you receive the approved agreement and Work Order Letter. The adjustment work must not be started prior to authorization from this office.

Sincerely,


Chad Coats
Utilities Specialist
Utilities Section
Right of Way Division

Enclosures
C: "C" file

**ARKANSAS DEPARTMENT OF TRANSPORTATION
BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date: _____,
20_____

WE, _____
(Utility Company)

Address _____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and CFR 635.410 of this project.

Job
Number: _____

Job Name: _____

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance; if we do not provide the records and documents during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by: _____ Title _____
(Officer of Organization)

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

(Notary Public/Justice of the Peace)

My Commission
Expires: _____

**ARKANSAS DEPARTMENT OF TRANSPORTATION
BUILD AMERICA, BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date: _____,
20_____

WE, _____
(Utility Company)

Address
:

Hereby certify that we are in compliance with the "Build America, Buy America" (BABA) requirements of the Infrastructure Investment and Jobs Act (IIJA) of this project.

Job
Number: _____

Job Name: _____

As required by the IIJA we certify that all "construction materials" included in this project comprised of an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Signed by: _____ Title
: _____
(Officer of Organization)

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

(Notary Public/Justice of the Peace)

My Commission
Expires: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE HIGHWAY COMMISSION FOR RELOCATION OF UTILITIES ASSOCIATED WITH ARDOT PROJECT 090512; IN THE AMOUNT OF TWENTY-FOUR MILLION FIFTEEN THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND FORTY-EIGHTS CENTS (\$24,015,418.48); AMENDING THE 2023 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville wishes to engage a professional agreement for relocation of utilities associated with ARDOT Project 090512, Springdale Bypass, Hwy 12 P.E. Route 112, Section 2, Benton County;

WHEREAS, this project is eligible for reimbursement in the amount of twenty-three million nine hundred two thousand five hundred forty-six dollars and one cent (\$23,902,546.01) to be paid by ARDOT; and

WHEREAS, a budget adjustment is required to fund this agreement.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a Professional Services Agreement with Arkansas State Highway Commission, for relocation of utilities associated with ARDOT Project 090512, in an amount not to exceed twenty-four million fifteen thousand four hundred eighteen dollars and forty-eight cents (\$24,015,418.48);

Section 2: The 2023 budget is hereby adjusted to appropriate twenty-three million two hundred fifty-nine thousand nine hundred forty-one dollars and forty-eight cents (\$23,259,941.48) from Account #503020-33410 State Capital Grant to Account #503020-47320 Improvements Other – Water Improvements;

Section 3: The 2023 budget is further adjusted to appropriate one hundred twelve thousand eight hundred seventy-two dollars and forty-seven cents (\$112,872.47) from Utility Fund Reserves to Account #503020-47320 - Improvements Other - Water Improvements;

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

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

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/12/2023	Submitted By:	Chris Earl
Phone:	479-696-0273	For Department(s):	Water Resource Recovery Facility
Email:	chrise@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Agreement with PW Tech for the WRRF Volute Dewatering Press Drum Overhaul
Action Recommendation & Justification:	Ordinance for a Waiver of Bid to enter into an agreement with PW Tech to purchase and install (4) ES-350 series Ring Recharge. This is a sole source item that was not budgeted for 2024, but should fall under account 44-40 for unexpected repairs. The Volute Dewatering Press malfunctioned unexpectedly one week after the 2024 budget was approved. Passed Utility Board 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	PW Tech will not only complete the install, but will also train our maintenance team how to complete the process. This will allow a savings in the future. Going forward we will only need to purchase parts to install ourselves. We are requesting to make this purchase in 2023 because of a 10 week delay time for delivery. We are limited to approximately 10 weeks of solid storage space in our digesters.

Amount for Approval:	\$ 46,427.34
-----------------------------	--------------

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	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$

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!

Shupe & Associates, Inc.

6160 Getty Dr. – North Little Rock, Arkansas 72117

Phone: (501) 834-4271 - Fax: (501) 834-6169

November 14, 2023

Chris Earl
Manager

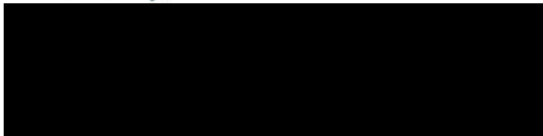
City of Bentonville (Water Resource Recovery)
1901 NE "A" Street
Bentonville, AR 72712

Chris,

This is to inform you that Shupe & Associates is the sole source representative for the state of Arkansas for PW Tech and all parts ordered should come to us.

If you have any questions, we will be glad to work with you, and assist in any way possible.

Sincerely,



Phil Shupe

TO: **City of Bentonville, AR**
1901 NE A Street
Bentonville, AR 72712

PROJECT / REF: **Bentonville, AR WWTP Drum Overhaul Proposal**

PROPOSAL TYPE: Budget Price and Scope

SPEC. SECTIONS: N/A

DATE: 01 November 2023

PWT #: VDP-AR-17078

REV: 0

SIZING INFORMATION: Sized to service installed unit

MANUFACTURERS REP: Phil Shupe
Shupe & Associates, Inc
870-672-1660

NOTES:

REVISION NOTES:

PREPARED BY: Corey Whitehead | Joseph Collar

PROPOSAL CONTENT

- Scope Pricing and summary
- Scope Details
- Exceptions and Exclusions
- Governing Conditions and Warranty Notes
- Price
- Data Sheets
- GA Drawings
- PWTech Terms and Conditions and Warranty

cope Pricing and Summary

DESCRIPTION	Price Each	QUANTITY	ITEM SUBTOTALS
ES-350 series Ring Recharge	\$ 8,562.35	4	\$ 34,249.40
Labor and travel	N/A	4 days	\$ 7,500.00
Subtotal			\$ 41,749.40
Delivery Charge			\$ 650.00
TOTAL			\$ 42,399.40

*Volute is registered with the U.S. Patent and Trademark Office as a registered trademark of AMCON

SCOPE DETAILS

1. **PWTech - ES-350 series Ring Cartridge Recharge**

- Set includes cartridge of fixed and moving rings.
- Moving Rings are manufactured from SS304.
- Fabrication includes laser cutting, hand grinding, and electro-polishing.
- Price for standard service replacement/recharge materials
 - Assumes return of worn cartridges

2. **Field Services:**

- On-site services for:
 - One (1) trip consisting of four (4) consecutive days (8 hours per day, Monday-Friday) by a PWT field service engineer and/or qualified manufacturer's representative
- Services include:
 - Functional testing and calibration of equipment
- Phone consultation regarding installation will also be provided.
- Should additional services be deemed necessary by the PURCHASER, the additional services can be procured from PWT on a per diem basis. The current rate is \$1000 per day plus travel.

3. **Delivery and Freight**

- Delivery is approx. ten (10) weeks from receipt of written acceptance of Submittal documents ^x

^x **PLEASE NOTE:** While seller believes this estimated delivery time to be a valid and realistic estimate, due to the unpredictable nature of current parts shortages, this does not constitute any form of guarantee regarding the delivery schedule.

EXCLUSIONS AND EXCEPTIONS:

The Following items are specifically excluded from this scope unless specifically noted otherwise:

- Taxes, permits, and bonding
- Unloading of delivered equipment on site and storage

GOVERNING TERMS AND CONDITIONS AND WARRANTY

This scope is subject to Process Wastewater Technologies, LLC. Standard Terms and Conditions and Standard Warranty as attached. The following items are specific to this project:

Payment Terms:

Payment terms for this scope are as per the table below:

Trigger	Amount		Terms			Condition
PO	100	%	due NET	7	days	On Receipt of PO by PWTech

Validity

Validity of this proposal is strictly 30 days. Written authorization from seller is required to extend this.

Warranty

PWTech warrants that the Products shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; (ii) the warranty period for the third party good or service embodied in the Product; or (iii) eighteen (18) months from the delivery of the specified Product.

Process Wastewater Technologies, LLC. Standard Terms and Conditions

These terms and conditions ("Terms") shall exclusively govern the sale of all goods ("Products") and related services ("Services") by Process Wastewater Technologies, LLC. ("PWT") to the party ("Buyer") that issued a Purchase Order in accordance with, and/or signed and accepted the PWT Proposal ("Proposal"), and upon execution, the "Order" along with the Terms and the PWT Standard Limited Warranty attached hereto, the "Agreement").

Item 1. ACCEPTANCE

Buyer may accept this Agreement by executing the Proposal and returning it to PWT or by issuing a written purchase order that is accepted in writing by PWT or by executing an acceptance of offer in lieu of purchase order. No oral acceptance shall be effective. This Agreement is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No agent, employee or representative of PWT has any authority to bind PWT to any affirmation, representation or warranty concerning the equipment, components or related services sold under this Agreement, unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this Agreement, otherwise it has not formed a part of the basis of this Agreement and shall not in any way be enforceable.

Item 2. CANCELLATION

Once the Buyer has executed the Proposal and submitted it to PWT, Buyer shall have no right to cancel this Agreement or any part thereof, except under the conditions specified in this provision or otherwise agreed to in writing by both parties. Any cancellation by Buyer of this Agreement must be in writing and shall be deemed effective upon receipt by PWT. In the event of cancellation by Buyer prior to the commencement of production of the Products specified under the applicable Order, Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT under the applicable Order up to the time of cancellation, plus fifteen percent (15%) of the full Order amount. In the event that production of the Products under the Order has commenced prior to cancellation, Buyer shall pay a cancellation charge equal to all of the costs incurred by PWT under the applicable Order up to the time of cancellation, plus an amount equal to the greater of: the value of the Products already completed under the applicable Order; or fifteen percent (15%) of the full order amount under the applicable Order.

Item 3. PRICES

Unless otherwise stated in the Proposal, prices are in United States Dollars (US\$) and are F.O.B. Point of Origin. Charges for Services not stated in the Proposal (including, but not

limited to, on-site technical assistance performed by a factory technical representative) are not included and must be purchased pursuant to a separately executed agreement between the parties.

Item 4. VALIDITY

Unless otherwise specified and subject to PWT's acceptance as described herein, the Proposal is valid for (30) thirty days and is subject to review thereafter. Prices may be extended beyond thirty (30) days only if confirmed in writing by PWT.

Item 5. PAYMENT TERMS

Buyer's payments shall be made in accordance with the terms and conditions of the Proposal. If no payment terms are set forth in the Proposal, then the payment terms are (a) thirty percent (30%) of the purchase price under the applicable Order shall be invoiced net five (5) days upon execution of the Proposal by Buyer; (b) sixty percent (60%) of the purchase price under the applicable Order shall be invoiced net thirty (30) days upon shipping, or upon PWT's offer to ship; (c) five percent (5%) of the purchase price to be invoiced net thirty (30) days upon delivery of Operation and Maintenance manuals and (d) the remaining five percent (5%) will be invoiced net thirty (30) days upon completion and/or performance of all related Services under the applicable Order. Interest will be charged on the unpaid invoiced balance at the rate of one and a half percent (1½%) per month for any amount received after thirty (30) days from the date of invoice. Any collection costs and/or attorney fees incurred by PWT in order to collect payment due will be invoiced to the Buyer, and Buyer agrees to pay said costs. In addition to the foregoing rights, PWT may suspend the shipping of any Products if the Buyer has failed to PWT in a timely manner.

Item 6. FEES AND TAXES

Buyer shall pay directly or reimburse PWT for payment of any and all applicable customs, sales, use, excise or other fees and taxes associated with the production and delivery of Products and PWT's performance under this Agreement. Buyer is responsible for and bears the risk of establishing, if applicable, a valid exemption from any tax, and shall indemnify, defend and hold PWT harmless for any loss, cost, or expense relating to any such exemption.

Item 7. DELAYED SHIPPING



Unless otherwise specified in the Proposal, if Buyer specifies a shipping date more than eight (8) months from the date of Buyer's acceptance of the Proposal, the price stated in the Proposal for the same goods shall be increased by a figure equal to the greater of (a) one percent (1%) per month (or part thereof), or (b) the average percentage increase of the stainless-steel and electronics commodity prices measured among the Consumer Price Index and the Producer Price Index or their successor indices as of the date of such acceptance and the shipping date. If PWT incurs a delay in production of the Products due to force majeure events or supply chain issues of more than three (3) months or its suppliers have materially increased its costs as reasonably demonstrated to Buyer by PWT, then the Products costs shall be adjusted by the percentage increase of the stainless steel commodity price as measured by Producer Price Index or its successor index as of the date of such acceptance and the manufacturing date of the Products.

Item 8. FINANCIAL RESPONSIBILITY OF BUYER

If at any time before shipment, Buyer's financial ability to pay becomes impaired or unsatisfactory, PWT shall have the right to require Buyer to make payment or provide other assurances in full before shipment. In addition, if at any time before shipment, any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, PWT shall have the right to cancel an Order and/or terminate this Agreement and Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT up to the time of termination, plus fifteen percent (15%) of the purchase amount under the applicable Order(s).

Item 9. SHIPPING

Unless otherwise specified, all equipment and components will be shipped in one lot by the lowest cost method at the discretion of PWT. Any additional shipping requests by Buyer may be subject to additional shipping and handling charges. All shipments shall be F.O.B. – point of origin - the PWT manufacturing facility. Delivery to the carrier shall constitute delivery to Buyer for purpose of transfer of title, risk of loss or damage in transit. Buyer is responsible for obtaining any desired cargo insurance and shall pursue any loss or damage claims solely with the carrier.

Item 10. DELIVERY SCHEDULE

Unless otherwise specified, delivery dates under this Agreement and each Order are approximate, and failure to meet an exact delivery date shall not constitute a breach of this Agreement.

Item 11. INSPECTION

Upon reasonable advance written notice, Buyer or Buyer's representative may inspect the Products prior to shipment at the PWT point of origin at a time mutually agreeable to both parties. Inspection will be allowed only inasmuch as such inspection does not unreasonably interfere with PWT's production work flow. Complete details of any requested inspection must be submitted to PWT in writing, at least two weeks in advance of the requested inspection date. Any inspection under this provision must be completed prior to shipment of any goods under the applicable Order.

Item 12. OFFER BASIS

This Agreement is exclusively based upon drawings and specifications in the possession of PWT at the time of this Agreement and the applicable Order. PWT expressly reserves the right to modify the price and other terms of this Agreement as reasonably determined by PWT, should additional drawings, documents, amendments, clarifications or other addenda be required to produce or deliver the Products under an applicable Order.

Item 13. LIMITED WARRANTY

PWT's warranty liability under this Agreement is limited to the terms listed in the PWT Standard Limited Warranty that accompanies these Terms and is incorporated herein by reference. No other warranty, express or implied, is made with respect to the Products and/or services provided under this Agreement.

Item 14. MEET AND CONFER

The parties shall amicably work together to negotiate and resolve any controversy or dispute arising out of, or in connection with this Agreement or its interpretation, performance or non-performance or breach thereof. In particular, in the event of a disagreement, the parties shall meet and confer and attempt in good faith to resolve their differences. At the written request of the aggrieved party, a face-to-face meeting between decision-makers of the parties shall be arranged at the offices of the non-aggrieved party. Such a meeting shall occur within thirty (30) days of the delivery of the written request of the aggrieved party, unless otherwise agreed by the parties.

Item 15. FORCE MAJEURE

Neither party will be deemed in default of this Agreement to the extent that performance of its obligations (other than payment of money) or attempts to cure any breach are delayed or prevented by reason of any event beyond the



reasonable control of such party, including any act of God (i.e., fire, earthquake, natural disaster), act of government (i.e., war, terrorism, embargo), or any other act or circumstance that is beyond the reasonable control of such party, provided that such party gives the other party prompt written notice thereof. Any delays caused by Buyer which impact costs associated with the Products may result in additional fees.

Item 16. GOVERNING LAW

Subject to Section 14, all disputes and matters arising under, in connection with, or incidental to this Agreement shall be litigated, if at all, in and before the Circuit Court of Baltimore County, Maryland, USA to the exclusion of other courts of other states, the United States or other countries and to the exclusion of other venues. The parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss this action on the grounds of forum non conveniens, and not to remove any litigation from that court to a federal court. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Maryland, to the extent state law applies. An action for breach of this Agreement must be commenced within one (1) year after the cause of action has accrued.

Item 17. WAIVER AND MODIFICATION

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this Agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision. No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon either party unless in writing and signed by both parties.

Item 18. SEVERABILITY

Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective solely to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Item 19. ASSIGNMENT AND DELEGATION

Buyer shall not have the right to assign or delegate this Agreement or its interest in or obligations under this Agreement without the prior written consent of PWT, which shall not be unreasonably withheld. The merger, acquisition, reorganization, or other restructuring of Buyer shall not constitute an assignment under the terms of this Agreement provided the surviving entity has assumed all of the obligations of PWT under this Agreement pursuant to a written confirmation. Subject to the foregoing, the rights and obligations of the parties to this Agreement shall be binding upon, and enforceable by their respective heirs, successors and permitted assigns.

Item 20. CONFIDENTIALITY

The parties recognize that, in the course of their dealings, each may come into possession of information relating to the business of the other which is not generally known in the industry, which reasonably or logically may be considered to be confidential or proprietary and which might reasonably be expected to do harm to the other if divulged ("Confidential Information"). Each party agrees to keep the Confidential Information confidential and not to disclose it, in whole or in part, to any third persons whatsoever, nor even to any of its own employees except those having a "need to know," and otherwise to protect the confidentiality of such Confidential Information in accordance with reasonable industry practices. Confidential Information of a party shall no longer be subject to the foregoing restrictions (a) if it is or becomes available to the public through no fault of the other party, (b) if it is otherwise known to the other party as shown by written records of the other party at the time of disclosure of the Confidential Information, (c) if, subsequent to disclosure hereunder, it is obtained by the other party on a non-confidential basis from a third party who has the right to disclose such information or (d) if it is required to be disclosed pursuant to a court order, so long as the non-disclosing party is given adequate notice and the ability to challenge the required disclosure. Confidential Information will include the terms and conditions of this Agreement. Each receiving party shall immediately notify the disclosing party in writing if the receiving party reasonably determines that there has been an unauthorized access, use or receipt of the disclosing party's Confidential Information.

Item 21. NOTICES.

Any notice given under this Agreement shall be given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested or by other delivery service providing evidence of receipt to the party to whom such notice is to be given at the address set forth above or at such other address as either party shall hereafter give notice of to the other in writing.



Item 22. INDEPENDENT CONTRACTOR.

Buyer has no authority to bind PWT in any contractual manner or to represent to others that the relationship between the other is other than stated herein.

Item 23. INTELLECTUAL PROPERTY

Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other party's intellectual property (including, but not limited to, firmware, technology, data, or software) or any third party's intellectual property. Buyer acknowledges that, as between the parties, PWT retains all right, title, and interest in and to all components of the PWT Products and related intellectual property rights (collectively, the "PWT IP"). PWT hereby grants the Buyer a non-exclusive, irrevocable, worldwide, perpetual, royalty-free right and license to the PWT intellectual property solely as it is embodied in the Products and solely for the purposes of operating and using the Products.

Item 24. INDEMNIFICATION

Buyer hereby agrees to defend, indemnify and hold harmless the PWT, its directors, officers, employees, agents, and any assignee from and against any and all losses, damages, injuries, claims, suits, demands, judgments, decrees, losses, costs, expenses and liabilities, including, but not limited to attorneys' fees and courts costs asserted against, imposed upon or incurred by PWT arising from: any claim that manufacture or use of the Products (or their specifications) infringes upon a third party intellectual or proprietary right, including, but not limited to, patent, copyright, trademark, trade secret or any other intellectual or proprietary right where Buyer provided the specifications therefore.



Process Wastewater Technologies, LLC Standard Limited Warranty

Item 1. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" AND PWT DOES NOT MAKE ANY OTHER STATUTORY, EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES WITH RESPECT TO THESE PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, INFRINGEMENT, TITLE, OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

PWT does not assume and expressly disclaims any liability for (i) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES which anyone may suffer as a result of the sale, delivery, service, use, or loss of use, of any Products and/or services provided by PWT, or (ii) any charges or expenses of any nature which are incurred without the prior written consent of PWT. Without limiting the foregoing, PWT does not warrant that any Products provided are free from any claim of any third person by way of infringement or the like, and PWT expressly disclaims any liability for any claim of infringement or the like that may result from the sale, delivery, service, use, or loss of use of any Products and/or services provided by PWT.

PWT's total liability under this Agreement or in connection with any claim involving any Products or services is expressly limited to the purchase price of the goods set forth in the applicable Order and/or services in respect of which damages are claimed.

Item 2. DEFECTS WARRANTY

Unless otherwise set forth in the Proposal, PWT warrants that the Products shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; (ii) the warranty period for the third party good or service embodied in the Product; or (iii) eighteen (18) months from the delivery of the specified Product.

PWT's sole obligation and Buyer's exclusive remedy under this Agreement is expressly limited to the repair or replacement of any Product or parts of the Product or at the option of PWT, a refund of the purchase price, of any Product or parts which are return to PWT freight prepaid; provided that PWT determines in its sole discretion that the Product is defective, failed prematurely or has faulty workmanship or materials.

Item 3. PRODUCTS OF OTHER MANUFACTURERS

Unless otherwise set forth in the Proposal, PWT makes no warranty with regard to any products not manufactured by PWT, including but not limited to, electrical components, firmware, equipment and motors.

Item 4. TYPES OF DAMAGES AND CLAIMS FOR WHICH PWT LLC IS NOT RESPONSIBLE

The following non-exclusive list of items are specifically not covered by the PWT Standard Limited Warranty and, in the event of their occurrence, will render the PWT Defects Warranty null and void:

- defects which are caused by improper installation, improper or abnormal use or operation, or improper storage or handling;
- defects caused by the failure of the Buyer to perform and log normal preventative maintenance;
- defects caused by the use of replacement parts not approved in writing by PWT;
- defects caused by repairs by persons not authorized in writing by PWT;
- defects caused by modifications or alterations made by the Buyer; and/or
- any damage to our any Product occurring while it is in the possession of the Buyer.

Item 5. EQUIPMENT SAFETY PARAMETERS:

With respect to operation of the Products, it is the responsibility of the Buyer to define and provide any safety device(s) or associated safety device(s) (other than that which is ordinarily furnished by PWT) which may be necessary and/or required, and to establish safety procedures and operational instructions to safeguard the operator(s) during maintenance, cleaning, or any use of the Products whatsoever, and to subsequently ensure that the Products are operated in conformance with all applicable safety procedures, laws, regulations and instructions.

It is also the responsibility of the Buyer to enforce all safety regulations and operational instructions and to maintain the Product in a safe condition (e.g., guards in place; warning, caution and/or important labels affixed; electrical boxes secure; interlocks operational; etc.). In particular, all warning, caution and/or important labels must be maintained in a readable condition, and if necessary, replaced with new labels.



Additionally, as the nature of the Product does not always make it possible to fully prevent operator access from rotating components, maintenance or cleaning of any nature must not be performed on the Products without first disconnecting all power.

Item 6. OPERATOR SAFETY COMPLIANCE:

Buyer warrants and agrees that because it has sole control over the Product, it shall be solely responsible for safety compliance. Operator access and use of Products, and full compliance with all provisions of the Operator Safety section of PWT Instruction Manuals are essential and the user's responsibility; the provisions of that section being expressly incorporated herein.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH PW TECH, FOR THE PURCHASE OF A VOLUTE DEWATERING PRESS DRUM OVERHAUL FOR THE BENTONVILLE WATER RESOURCE RECOVERY FACILITY, IN THE AMOUNT OF FORTY-SIX THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS AND THIRTY-FOUR CENTS (\$46,427.34); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Water Resource Recovery Facility requests to purchase four (4) ES-350 series Ring Recharges due to the recent unexpected malfunction of the Volute Dewatering Press;

WHEREAS, PW Tech is the sole source distributor and due to lead times related to these products it is not practical or feasible to solicit competitive bidding;

WHEREAS, due to the ten-week delay on delivery the need to get this ordered is immediate; and

WHEREAS, this purchase will be paid for out of the 2024 budget and payment will be made after January 1, 2024.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with PW Tech for the purchase of a four (4) ES-350 series Ring Recharges in the amount of forty-six thousand four hundred twenty-seven dollars and thirty-four cents (\$46,427.34);

Section 2: Because this purchase is being made through a sole source distributor, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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

Section 4 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



Consent Agenda Item

For the City Council meeting on December 12, 2023

Details

Lot Split: Lots 9-17, Block A of Orchard Addition, JNJB LLC, 410 Southeast C Street, DN-2, Downtown Medium Density Residential, *LS23-0021*

A lot split of existing Lots 1 & 2, Block A of Orchard Addition, creating new Lots 9-17, Block A of Orchard Addition. This plat dedicates multiple utility easements and adequate right of way along Southeast C Street to meet the requirements of the Master Street Plan. A shared access easement is also platted across a proposed center driveway serving the newly created lots.



SE 4TH ST

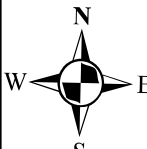
SE B ST

SE C ST

SE 6TH ST

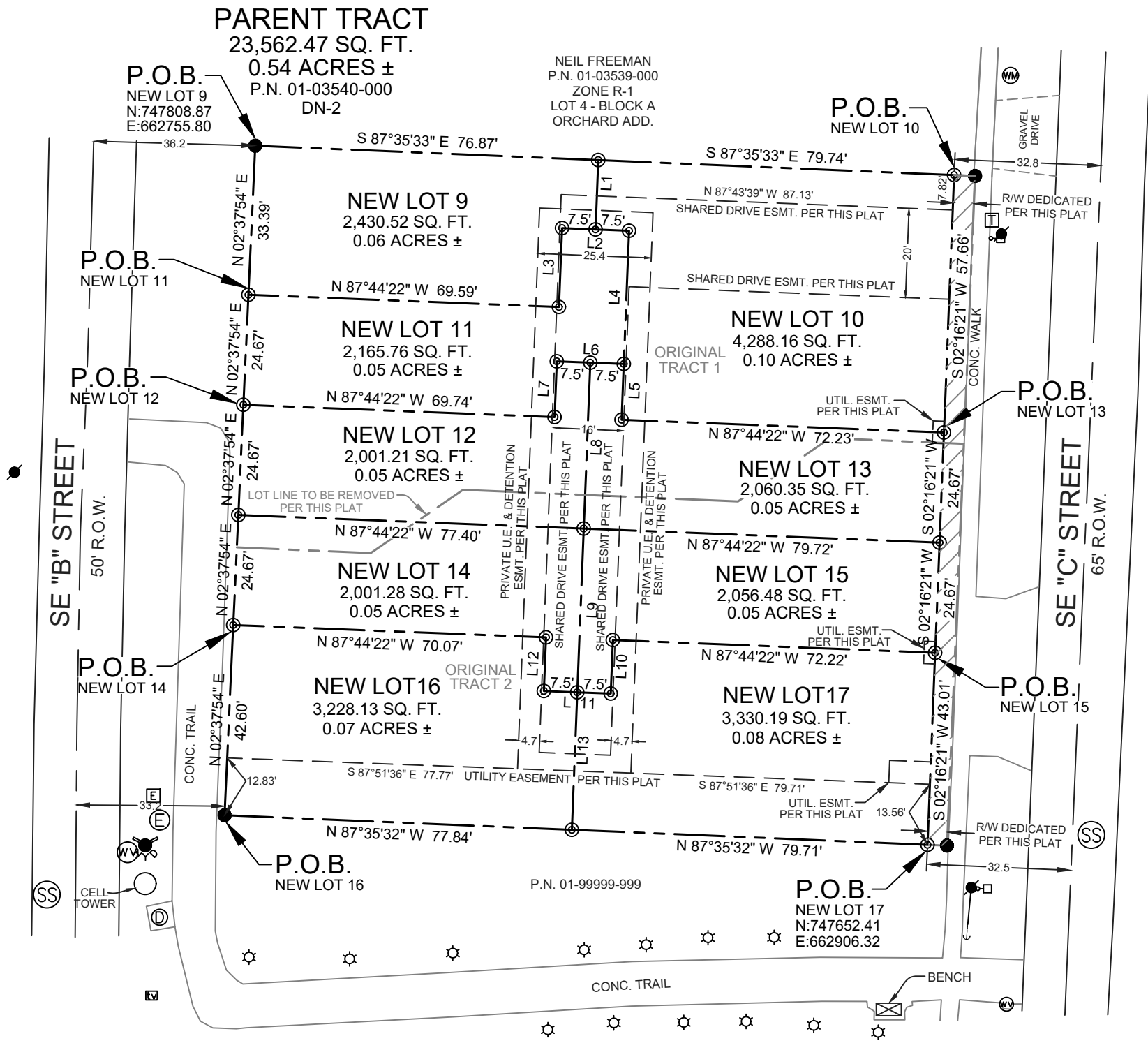
Legend

 Pending Planning Commission Items



1 inch = 100 feet

LS23-0021
LOT SPLIT
ORCHARD ADDITION
TRACTS 1-2 BLOCK A CREATING LOTS 9-17



PARENT TRACT (P.N. 01-03540-000):

TRACTS 1 AND 2, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS.

NEW LOT 9 DESCRIPTION:

PART OF TRACT 1, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NW CORNER OF SAID TRACT 1; THENCE S 87°35'33" E A DISTANCE OF 76.87 FEET; THENCE S 02°15'38" W A DISTANCE OF 15.53 FEET; THENCE N 87°44'22" W A DISTANCE OF 7.50 FEET; THENCE S 02°15'38" W A DISTANCE OF 17.66 FEET; THENCE N 87°44'22" W A DISTANCE OF 69.59 FEET; THENCE N 02°37'54" E A DISTANCE OF 33.39 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 2,430.52 SQUARE FEET, OR 0.06 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 10 DESCRIPTION:

PART OF TRACT, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NE CORNER OF SAID TRACT 1; THENCE S 02°16'21" W A DISTANCE OF 57.66 FEET; THENCE N 87°44'22" W A DISTANCE OF 72.23 FEET; THENCE N 02°15'38" E A DISTANCE OF 42.33 FEET; THENCE N 87°45'13" W A DISTANCE OF 7.50 FEET; THENCE N 02°15'38" E A DISTANCE OF 15.53 FEET; THENCE S 87°35'33" E A DISTANCE OF 79.74 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 4,288.16 SQUARE FEET, OR 0.10 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 11 DESCRIPTION:

PART OF TRACT 1, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NW CORNER OF SAID TRACT 1; THENCE S 02°37'54" W 33.39 FEET TO THE POINT OF BEGINNING; THENCE S 87°44'22" E A DISTANCE OF 69.59 FEET; THENCE N 02°15'38" E A DISTANCE OF 17.66 FEET; THENCE S 87°44'22" E A DISTANCE OF 29.83 FEET; THENCE N 87°44'22" W A DISTANCE OF 15.01 FEET; THENCE S 02°18'02" W A DISTANCE OF 12.50 FEET; THENCE N 87°44'22" W A DISTANCE OF 69.74 FEET; THENCE N 02°37'54" E A DISTANCE OF 24.67 FEET; TO THE POINT OF BEGINNING, WITH AN AREA OF 2,165.76 SQUARE FEET, OR 0.05 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 12 DESCRIPTION:

PART OF TRACTS 1 AND 2, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NW CORNER OF SAID TRACT 1; THENCE S 02°37'54" W 58.06 FEET TO THE POINT OF BEGINNING; THENCE S 87°44'22" E A DISTANCE OF 69.74 FEET; THENCE N 02°15'38" E A DISTANCE OF 12.50 FEET; THENCE S 87°44'22" E A DISTANCE OF 7.51 FEET; THENCE S 02°15'38" W A DISTANCE OF 37.17 FEET; THENCE N 87°44'22" W A DISTANCE OF 77.40 FEET; THENCE N 02°37'54" E A DISTANCE OF 24.67 FEET; TO THE POINT OF BEGINNING, WITH AN AREA OF 2,001.21 SQUARE FEET, OR 0.05 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 13 DESCRIPTION:

PART OF TRACTS 1 AND 2, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NE CORNER OF SAID TRACT 1; THENCE S 02°16'21" W 57.66 FEET TO THE POINT OF BEGINNING; THENCE S 02°16'21" W A DISTANCE OF 24.67 FEET; THENCE N 87°44'22" W A DISTANCE OF 79.72 FEET; THENCE N 02°15'38" E A DISTANCE OF 37.17 FEET; THENCE S 87°44'22" E A DISTANCE OF 7.50 FEET; THENCE S 02°15'38" W A DISTANCE OF 12.50 FEET; THENCE S 87°44'22" E A DISTANCE OF 72.23 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 2,060.35 SQUARE FEET, OR 0.05 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 14 DESCRIPTION:

PART OF TRACTS 1 AND 2, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID TRACT 2; THENCE N 02°37'54" E 42.60 FEET TO THE POINT OF BEGINNING; THENCE N 02°37'54" E A DISTANCE OF 24.67 FEET; THENCE S 87°44'22" E A DISTANCE OF 77.40 FEET; THENCE S 02°15'38" W A DISTANCE OF 36.67 FEET; THENCE N 87°44'22" W A DISTANCE OF 7.50 FEET; THENCE N 02°15'48" E A DISTANCE OF 12.00 FEET; THENCE N 87°44'22" W A DISTANCE OF 70.07 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 2,001.28 SQUARE FEET, OR 0.05 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 15 DESCRIPTION:

PART OF TRACTS 1 AND 2, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SE CORNER OF SAID TRACT 2; THENCE N 02°16'21" E 43.01 FEET TO THE POINT OF BEGINNING; THENCE N 87°44'22" W A DISTANCE OF 72.22 FEET; THENCE S 02°15'38" W A DISTANCE OF 12.00 FEET; THENCE S 87°44'22" E A DISTANCE OF 7.50 FEET; THENCE N 02°15'38" E A DISTANCE OF 36.67 FEET; THENCE S 87°44'22" E A DISTANCE OF 79.72 FEET; THENCE S 02°16'21" W A DISTANCE OF 24.67 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 2,056.48 SQUARE FEET, OR 0.05 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 16 DESCRIPTION:

PART OF TRACTS 1 AND 2, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SW CORNER OF SAID TRACT 2; THENCE N 02°37'54" E A DISTANCE OF 42.60 FEET; THENCE S 87°44'22" E A DISTANCE OF 70.07 FEET; THENCE S 02°15'48" W A DISTANCE OF 12.00 FEET; THENCE S 87°44'22" E A DISTANCE OF 7.50 FEET; THENCE S 02°15'38" W A DISTANCE OF 30.80 FEET; THENCE N 87°35'32" W A DISTANCE OF 77.84 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 3,228.13 SQUARE FEET, OR 0.07 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 17 DESCRIPTION:

PART OF TRACTS 1 AND 2, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SE CORNER OF SAID TRACT 2; THENCE N 87°35'32" W A DISTANCE OF 79.71 FEET; THENCE N 02°15'38" E A DISTANCE OF 30.80 FEET; THENCE S 87°44'22" E A DISTANCE OF 7.50 FEET; THENCE S 87°44'22" E A DISTANCE OF 72.22 FEET; THENCE S 02°16'21" W A DISTANCE OF 43.01 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 3,329.98 SQUARE FEET, OR 0.08 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

DEDICATED RIGHT-OF-WAY DESCRIPTION:

PART OF TRACTS 1 AND 2, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NE CORNER OF SAID TRACT 1; THENCE S 87°35'33" E A DISTANCE OF 4.70 FEET; THENCE S 02°24'37" W A DISTANCE OF 150.00 FEET; THENCE N 87°35'32" W A DISTANCE OF 4.34 FEET; THENCE N 02°16'21" E A DISTANCE OF 150.00 FEET; TO THE POINT OF BEGINNING, WITH AN AREA OF 677.80 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

SHARED DRIVE EASEMENT DESCRIPTION:

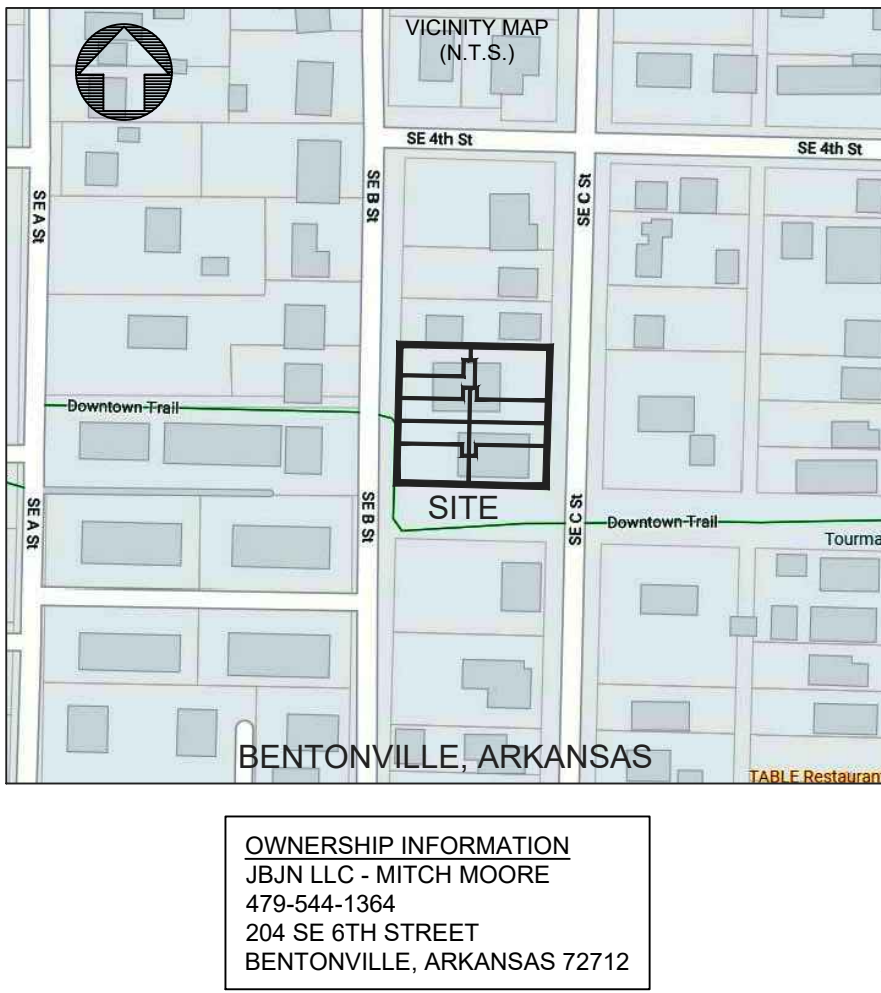
A SHARED DRIVE EASEMENT, LYING IN PART OF TRACTS 1 AND 2, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NE CORNER OF SAID TRACT 1; THENCE N 87°35'33" W A DISTANCE OF 4.70 FEET; THENCE S 02°16'21" W A DISTANCE OF 7.82 FEET TO THE POINT OF BEGINNING, THENCE S 02°16'21" W A DISTANCE OF 20.00 FEET; THENCE N 87°44'22" W A DISTANCE OF 71.74 FEET; THENCE S 02°15'38" W A DISTANCE OF 104.96 FEET; THENCE N 87°44'22" W A DISTANCE OF 16.00 FEET; THENCE N 02°15'38" E A DISTANCE OF 124.96 FEET; THENCE S 87°44'22" E A DISTANCE OF 87.74 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 3,434.12 SQUARE FEET, OR 0.08 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

PRIVATE UTILITY AND DETENTION EASEMENT DESCRIPTION:

A PRIVATE UTILITY AND DETENTION EASEMENT, LYING IN PART OF TRACTS 1 AND 2, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NW CORNER OF SAID TRACT 1; THENCE S 87°35'33" E A DISTANCE OF 64.17 FEET; THENCE S 02°15'38" W A DISTANCE OF 11.27 FEET TO THE POINT OF BEGINNING; THENCE S 87°44'22" E A DISTANCE OF 25.40 FEET; THENCE S 02°15'38" W A DISTANCE OF 125.54 FEET; THENCE N 87°51'36" W A DISTANCE OF 25.40 FEET; THENCE N 02°15'38" E A DISTANCE OF 125.60 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 3189.46 SQUARE FEET, OR 0.07 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

UTILITY EASEMENT DESCRIPTION:

A UTILITY EASEMENT, LYING IN PART OF TRACT 2, BLOCK "A" OF ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 22, PAGE 235 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SW CORNER OF SAID TRACT 2; THENCE N 02°37'54" E A DISTANCE OF 12.83 FEET; THENCE S 87°51'36" E A DISTANCE OF 157.47 FEET; THENCE S 02°16'21" W A DISTANCE OF 13.56 FEET; THENCE N 87°35'32" W A DISTANCE OF 157.55 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 2078.30 SQUARE FEET, OR 0.05 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.



FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0255K (EFFECTIVE DATE JUNE 5, 2012) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION: _____

PRINT NAME: _____

SIGNATURE: _____

STATE OF ARKANSAS, COUNTY OF BENTON,
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY
OF _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEY ACCURACY:

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

DATE OF EXECUTION _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1370
STATE OF ARKANSAS

LINE	BEARING	DISTANCE
L1	S 02°15'38" W	15.53'
L2	N 87°44'22" W	15.00'
L3	S 02°15'38" W	17.66'
L4	N 02°15'38" E	29.83'
L5	N 02°15'38" E	12.50'
L6	N 87°44'22" W	15.01'
L7	S 02°15'38" E	12.50'
L8	N 02°15'38" E	37.17'
L9	N 02°15'38" E	36.67'
L10	S 02°15'38" W	12.00'
L11	N 87°44'22" W	15.00'
L12	N 02°15'38" E	12.00'
L13	S 02°15'38" W	30.80'

LEGEND

- FOUND REBAR
- SET 1/2" REBAR W/CAP (LS #1370)
- UTILITY POLE
- ELECTRIC RISER
- ELECTRIC METER
- LIGHT POLE - SINGLE LIGHT
- FLOOD LIGHT
- TELEPHONE RISER
- TELEPHONE VAULT
- CATV RISER
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- PROPERTY LINE
- CENTERLINE
- EASEMENT LINE

NOTES:

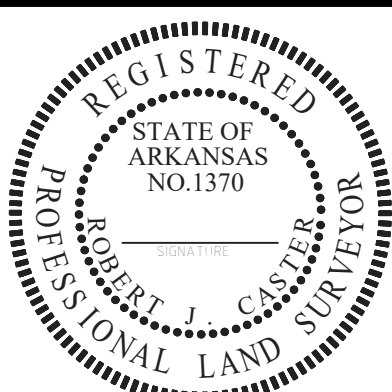
- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
- SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT (479) 271-3122.
- CITY OF BENTONVILLE VARIANCE PROJECT #VAR22-0004 ALLOWS STAIRS AND STEPS TO BE PLACED WITHIN SETBACKS.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

LS23-0021

CASTER & ASSOCIATES
LAND SURVEYING, INC.

2715 SE "I" Street, Suite 5
Bentonville, AR 72712
(479) 268-4464



SCALE: 1" = 30'		DATE: 10-4-23	
LOT SPLIT OF TRACTS 1 & 2 BLOCK A ORCHARD ADDITION CREATING LOTS 9-17			
410 SE "C" STREET & 407 SE "B" STREET BENTONVILLE, BENTON CO., AR			
JOB #	DRAWN BY:	CHK'D BY:	PAGE
21-226LS	ASD	RJC	1 OF 1

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 & 2, BLOCK A OF
ORCHARD ADDITION CREATING NEW LOTS 9-17, BLOCK A OF ORCHARD
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER
PURPOSES.**

(PROJECT NUMBER: LS23-0021)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 1 & 2, BLOCK A OF ORCHARD ADDITION creating new LOTS 9-17, BLOCK A OF ORCHARD ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 5, 2023;

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

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

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

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

Section 1: That the lot split of LOTS 1 & 2, BLOCK A OF ORCHARD ADDITION creating new LOTS 9-17, BLOCK A OF ORCHARD ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



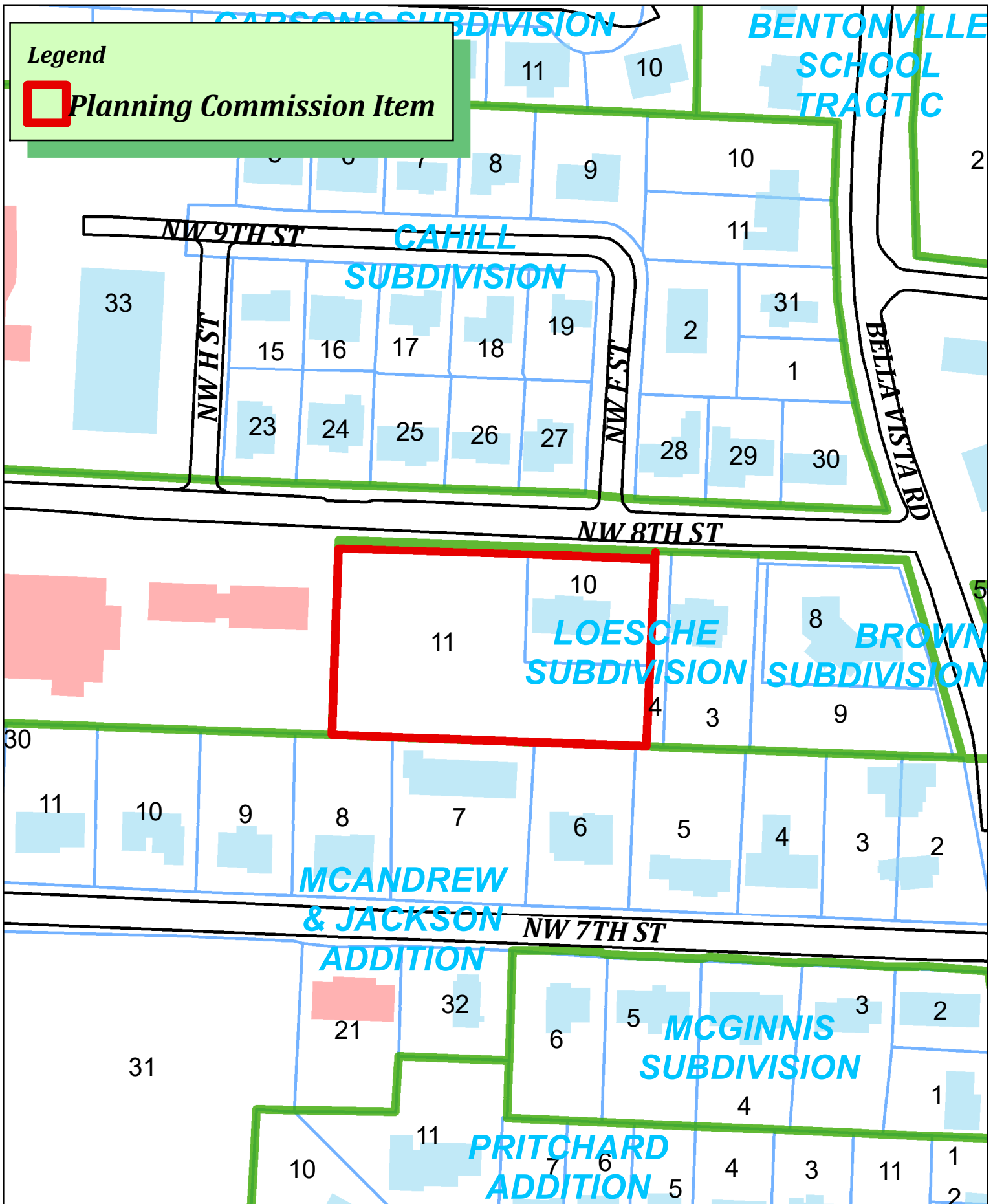
Consent Agenda Item

For the City Council meeting on December 12, 2023

Details

Lot Split: Lots 12-16 of Loesche Subdivision, 404 GLV LLC, 801 Northwest 8th Street, R-1, Low Density Single Family Residential, LS23-0058

A lot split of Lots 10 and 11 of Loesche Subdivision, creating new Lots 12-16 of Loesche Subdivision. The plat dedicates a 20' access easement along the western edge of New Lot 12. No variances or waivers are requested with this plat.



Legend

 Planning Commission Item



LS23-0058
404 GLV LLC
801 NW 8TH ST.



ADJACENT LAND OWNERS

1) BENTONVILLE MASONIC TEMPLE
ASSOCIATION INC
% LANTRIP, MICHAEL
1108 SE SARA DR
BENTONVILLE, AR 72712
PARCEL #01-00458-000
ZONED: R-1
2) LATHAM, JEFF & JEANNETTE
3 KYLE LN
BENTONVILLE, AR 72712
PARCEL #01-01613-000
ZONED: R-1
3) DAVIDSON TRUST, KARLOS R
806 NW 8TH ST
BENTONVILLE, AR 72712
PARCELS #01-01614-000 & #01-01615-000
ZONED: R-1
4) MORRIS, REBECCA
802 NW 8TH ST
BENTONVILLE, AR 72712
PARCEL #01-01616-000
ZONED: R-1
5) GOSSER, PETER D
706 NW 8TH ST
BENTONVILLE, AR 72712
PARCEL #01-01617-000
ZONED: R-1
6) JONES, KATHRYN ESTELLE
1703 SW 2ND ST UNIT 2
BENTONVILLE, AR 72712
PARCEL #01-03321-000
ZONED: R-1
7) HUFFNER, DONALD E
704 NW 7TH ST
BENTONVILLE, AR 72702
PARCEL #01-03375-000
ZONED: R-1
8) HARTWIG, MICHAEL W & DEBI A
708 NW 7TH ST
BENTONVILLE, AR 72712
PARCEL #01-03376-000
ZONED: R-1
9) 404 GLV LLC
804 NW 7TH ST
BENTONVILLE, AR 72712
PARCELS #01-03377-000, #01-03378-000
& #01-03379-000
ZONED: R-1

FIELD WORK:
JUNE 13, 14, 18 & 19, 2022

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

PROPERTY ZONED:
R-1

BUILDING SETBACK NOTE:
SETBACKS SHALL BE PER THE CURRENT ZONING
DISTRICT AS STATED IN THE MOST RECENT CITY OF
BENTONVILLE ZONING CODE. FOR MORE INFO VISIT
www.bentonvilleplanning.com OR CALL THE PLANNING
DEPARTMENT @ 479-271-3122

- REFERENCE DOCUMENTS:
- 1) PLAT OF SURVEY FILED IN BOOK 2004 AT PAGE 693
 - 2) PLAT OF SURVEY FILED IN BOOK 2017 AT PAGE 280
 - 3) PLAT OF SURVEY FILED IN BOOK P2 AT PAGE 161
 - 4) PLAT OF SURVEY FILED IN BOOK 2004 AT PAGE 420
 - 5) PLAT OF SURVEY FILED IN BOOK 11 AT PAGE 138
 - 6) PLAT OF SURVEY FILED IN BOOK 2017 AT PAGE 139
 - 7) PLAT OF SURVEY FILED IN BOOK L2018 AT PAGE 44723
 - 8) FINAL PLAT OF MCANDREW'S & JACKSON'S ADDITION FILED IN BOOK A AT PAGE 30
 - 9) FINAL PLAT OF LOESCHE SUBDIVISION FILED IN BOOK F AT PAGE 19
 - 10) WARRANTY DEED FILED IN BOOK L2022 AT PAGE 36171
 - 11) WARRANTY DEED FILED IN BOOK L2022 AT PAGE 36170
 - 12) WARRANTY DEED FILED IN BOOK L2022 AT PAGE 16271
 - 13) QUITCLAIM DEED FILED IN BOOK L2019 AT PAGE 536
 - 14) WARRANTY DEED FILED IN BOOK L2022 AT PAGE 16642
 - 15) WARRANTY DEED FILED IN BOOK 2014 AT PAGE 8564
 - 16) WARRANTY DEED FILED IN BOOK L2019 AT PAGE 24218
 - 17) WARRANTY DEED FILED IN BOOK 2017 AT PAGE 58668
 - 18) WARRANTY DEED FILED IN BOOK L2021 AT PAGE 74043
 - 19) WARRANTY DEED FILED IN BOOK L2020 AT PAGE 71618
 - 20) WARRANTY DEED FILED IN BOOK L2021 AT PAGE 13252
 - 21) WARRANTY DEED FILED IN BOOK L2020 AT PAGE 53884
 - 22) WARRANTY DEED FILED IN BOOK 2000 AT PAGE 33155
 - 23) WARRANTY DEED FILED IN BOOK 98 AT PAGE 131558
 - 24) WARRANTY DEED FILED IN BOOK 2004 AT PAGE 52688

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE"
AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD
INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS.
(FIRM PANEL #05007C009J. DATED 09/28/2007)

LOT SPLIT OF LOTS 10 & 11 OF LOESCHE SUBDIVISION, CREATING NEW LOTS 12, 13, 14, 15 & 16

PAGE 1 OF 2

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

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

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

DATE OF EXECUTION: _____

SIGNED _____
REGISTERED LAND SURVEYOR NO. 1642 - STATE OF ARKANSAS

- PLAT NOTES:
1. THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
 2. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
 3. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
 4. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
 5. THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
 6. THERE ARE NO WAIVERS, VARIANCES, OR CONDITIONAL USES BEING REQUESTED WITH THIS PROJECT.

- BEUD NOTES:
1. OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.
 2. BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
 3. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
 4. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
 5. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.

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

DATE OF EXECUTION: _____

SIGNED : _____
BILL BUTLER - OWNER OF 404 GLV LLC

SOURCE OF TITLE: WARRANTY DEEDS L2022-36170 & L2022-36171

SUBSCRIBED AND SWORN BEFORE ME, THIS ____ DAY OF ____, 2023.

NOTARY PUBLIC _____

SURVEY DESCRIPTIONS:

PARCEL #01-03322-000 (EXISTING WARRANTY DEED DESCRIPTION B. L2022, P. 36171):
LOT 10, OF THE PROPERTY LINE ADJUSTMENT OF LOTS 4 THROUGH 7, LOESCHE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON DOCUMENT NO. L201844723. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND COVENANTS OF RECORD, IF ANY.

PARCEL #01-03323-000 (EXISTING WARRANTY DEED DESCRIPTION B. L2022, P. 36170):
LOT 11, OF THE PROPERTY LINE ADJUSTMENT OF LOTS 4 THROUGH 7, LOESCHE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON DOCUMENT NO. L201844723. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND COVENANTS OF RECORD, IF ANY.

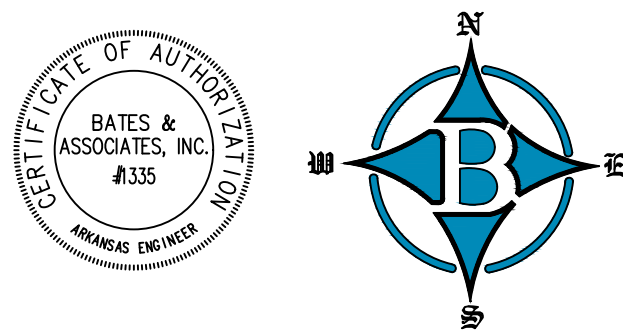
NEW LOT 12:
A PART OF LOT 11, OF THE PROPERTY LINE ADJUSTMENT OF LOTS 4 THROUGH 7, LOESCHE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON DOCUMENT NO. L201844723, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY OF NORTHWEST 8TH STREET WHICH IS N87°32'32"W 240.04' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF LOT 10 OF SAID LOESCHE SUBDIVISION AND RUNNING THENCE S02°34'20"W 189.11', THENCE N87°29'26"W 79.98' TO AN EXISTING REBAR, THENCE N02°33'57"E 189.04' TO AN EXISTING REBAR ON THE SOUTH RIGHT-OF-WAY OF NORTHWEST 8TH STREET, THENCE ALONG SAID RIGHT-OF-WAY S87°32'32"E 80.00' TO THE POINT OF BEGINNING, CONTAINING 0.35 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 13:
A PART OF LOT 11, OF THE PROPERTY LINE ADJUSTMENT OF LOTS 4 THROUGH 7, LOESCHE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON DOCUMENT NO. L201844723, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY OF NORTHWEST 8TH STREET WHICH IS N87°32'32"W 180.04' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF LOT 10 OF SAID LOESCHE SUBDIVISION AND RUNNING THENCE S02°34'44"W 189.17', THENCE N87°29'26"W 59.98', THENCE N02°34'20"E 189.11' TO THE SOUTH RIGHT-OF-WAY OF NORTHWEST 8TH STREET, THENCE ALONG SAID RIGHT-OF-WAY S87°32'32"E 60.00' TO THE POINT OF BEGINNING, CONTAINING 0.26 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 14:
A PART OF LOTS 10 AND 11, OF THE PROPERTY LINE ADJUSTMENT OF LOTS 4 THROUGH 7, LOESCHE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON DOCUMENT NO. L201844723, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY OF NORTHWEST 8TH STREET WHICH IS N87°32'32"W 120.04' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 10 AND RUNNING THENCE S02°35'07"W 189.22', THENCE N87°29'26"W 59.98', THENCE N02°34'44"E 189.17' TO THE SOUTH RIGHT-OF-WAY OF NORTHWEST 8TH STREET, THENCE ALONG SAID RIGHT-OF-WAY S87°32'32"E 60.00' TO THE POINT OF BEGINNING, CONTAINING 0.26 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 15:
A PART OF LOTS 10 AND 11, OF THE PROPERTY LINE ADJUSTMENT OF LOTS 4 THROUGH 7, LOESCHE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON DOCUMENT NO. L201844723, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY OF NORTHWEST 8TH STREET WHICH IS N87°32'32"W 60.04' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 10 AND RUNNING THENCE S02°35'31"W 189.28', THENCE N87°29'26"W 59.98', THENCE N02°35'07"E 189.22' TO THE SOUTH RIGHT-OF-WAY OF NORTHWEST 8TH STREET, THENCE ALONG SAID RIGHT-OF-WAY S87°32'32"E 60.00' TO THE POINT OF BEGINNING, CONTAINING 0.26 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 16:
A PART OF LOTS 10 AND 11, OF THE PROPERTY LINE ADJUSTMENT OF LOTS 4 THROUGH 7, LOESCHE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON DOCUMENT NO. L201844723, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 10 AND RUNNING THENCE S02°36'37"W 189.33', THENCE N87°29'26"W 59.98', THENCE N02°35'31"E 189.28' TO THE SOUTH RIGHT-OF-WAY OF NORTHWEST 8TH STREET, THENCE ALONG SAID RIGHT-OF-WAY S87°32'32"E 60.04' TO THE POINT OF BEGINNING, CONTAINING 0.26 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.



PROPERTY OWNER:
404 GLV LLC
804 NW 7TH ST
BENTONVILLE AR 72712
(ALL PARCELS)

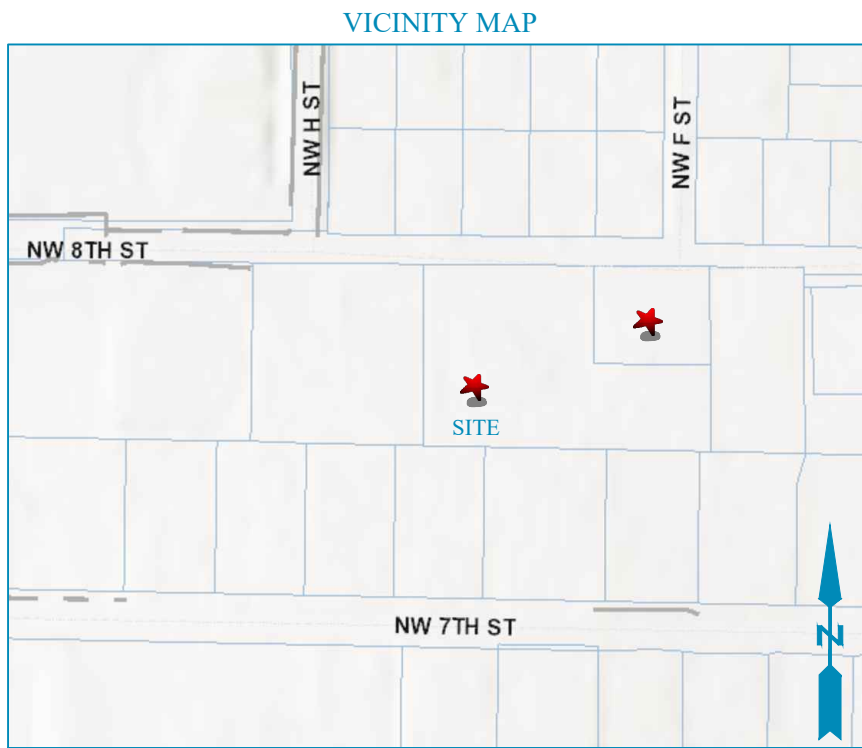
CONTACT INFO:
BILL BUTLER - RANDALL HINTON DEVELOPMENT
bill@randallhintondev.com
310-463-0555

ATLAS PAGE:
361

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 19TH DAY OF JUNE, 2022.



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



VICINITY MAP NOT TO SCALE
CITY OF BENTONVILLE PROJECT #LS23-0058

RECORDING NUMBER/DATE			
DATE	REVISION	PLAT REVISED PER 1ST SUBMITTAL COMMENTS	PLAT REVISED PER 2ND SUBMITTAL COMMENTS
11-09-23			
11-22-23			

BOUNDARY LINE (MEASURED)
LOT LINE
FORTY LINE / TE LINE
CENTERLINE OF ROAD
RIGHT OF WAY
BOUNDARY LINE (EXISTING)
FENCE
UTILITY EASEMENT

MANHOLE
FORCE MAIN VALVE
SANITARY SEWER MH
WATER METER
FIRE HYDRANT
FIBER/OPTIC VAULT
TELEPHONE VAULT
POWER POLE
WATER VALVE
GAS METER
GAS METER HOOK-UP
LIGHT
TELEPHONE PEDESTAL

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
FOUND 5/8" REBAR
FOUND 3/8" REBAR
FOUND PIPE
FOUND COTTON SPINDLE
COMPLETED POINT
SET 5/8" REBAR CAP
AC CONDENSER UNIT

BATES
Engineers - Surveyors

FOR USE AND BENEFIT OF:
404 GLV LLC

ADDRESS:
**NW 7TH STREET & NW 8TH STREET
BENTONVILLE, ARKANSAS**

DATE: **11/22/23** SCALE: **1"=40'**

LOCATION: **LOT 7, 8, 9 & A**

REVIEWED: **DT**

COA # **1335**

SHEET **2** OF **2**

DATE: **11/22/23** SCALE: **1"=40'**

LOCATION: **LOT 7, 8, 9 & A**

REVIEWED: **DT**

COA # **1335**

SHEET **2** OF **2**

DRAWING #22-215 PLA

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 10 AND 11 OF LOESCHE
SUBDIVISION CREATING NEW LOTS 12-16 OF LOESCHE SUBDIVISION TO THE
CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS23-0058)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 10 AND 11 OF LOESCHE SUBDIVISION creating new LOTS 12-16 OF LOESCHE SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 5, 2023;

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

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

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

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

Section 1: That the lot split of LOTS 10 AND 11 OF LOESCHE SUBDIVISION creating new LOTS 12-16 OF LOESCHE SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Rezoning - Jacobs Group - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential (RZ23-0084)

1104 Fillmore Street

PC Date: 12/5/2023

Staff Report Details

Project Number	RZ23-0084
Applicant / Current Owner	Jacobs Group
Site Area	+/- 0.22 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-2, Downtown Medium Density Residential
Current Future Land Use Map Designation	Medium Density Residential (MDR)
Requested Future Land Use Map Designation	N/A
Development Type / Use	Residential Structure
Related projects	N/A

Property Description

This property is located along Fillmore Street. It is currently zoned R-1, Single Family Residential and is currently vacant land. Adjacent zonings are R-1, Single Family Residential, DN-2, Downtown Medium-Density Residential, and A-1, Agriculture.

Project Details

N/A

Relationship to the General Plan / Projected Traffic Impact

The Future Land Use Plan depicts this property as Medium Density Residential (MDR) and is surrounded Medium Density Residential (MDR) and Open Space land use.

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of

Relationship to the General Plan / Projected Traffic Impact

worship, etc.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

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

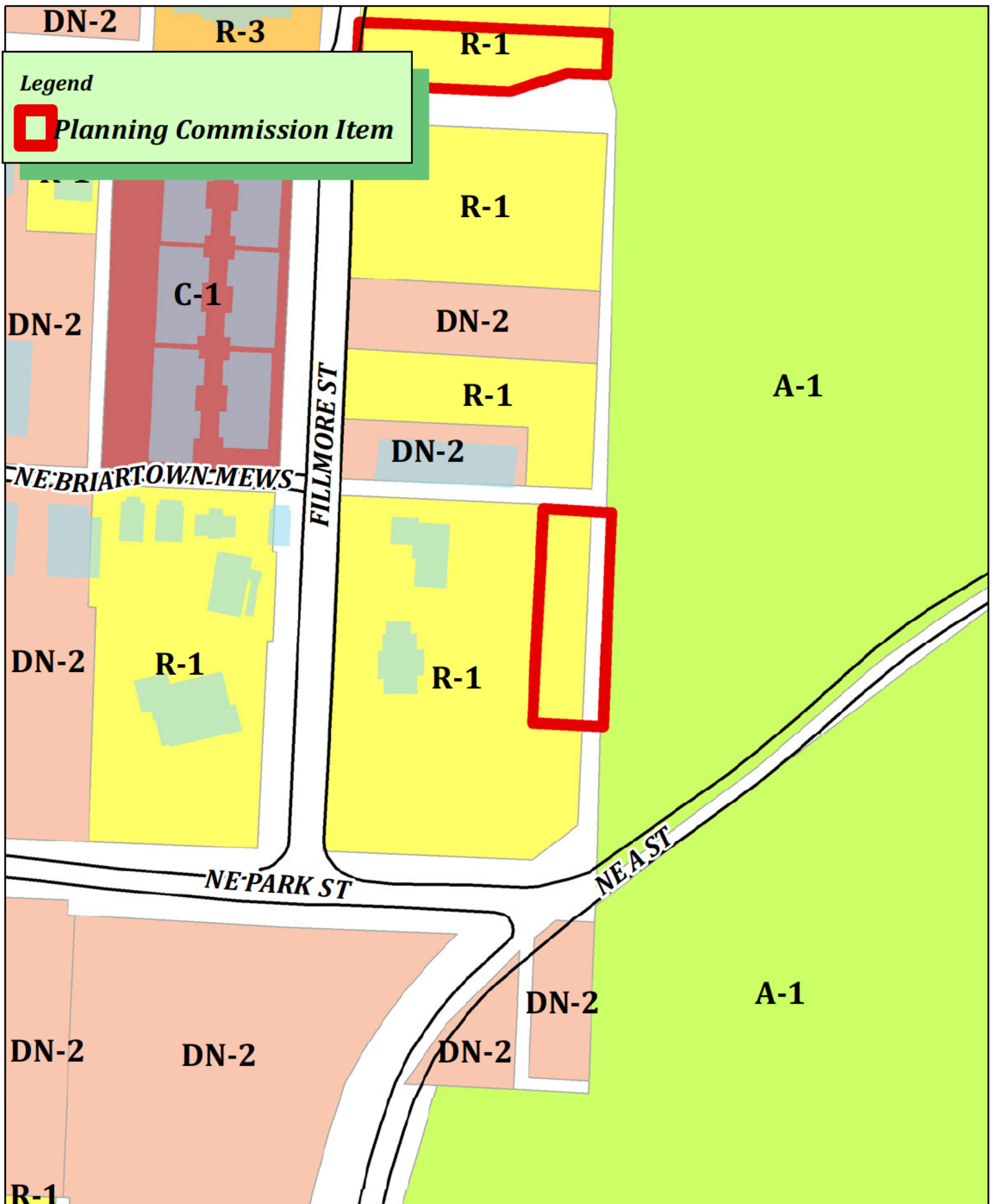
The proposed zoning of DN-2 is consistent with the Future Land Use Plan and is compatible with the surrounding development patterns within this area of the city and support the requested change.

Conclusion

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

Additional Details

N/A



Legend



Planning Commission Item



RZ23-0084
Jacobs Group
R-1 to DN-2



JACOBS GROUP

Specializing in Downtown Housing

October 27, 2023

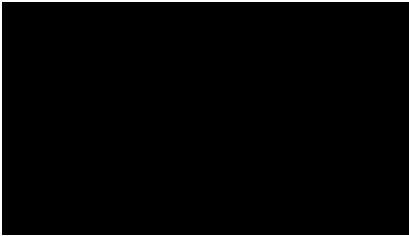
City of Bentonville
305 SW A Street
Bentonville, Arkansas 72712

RE: Fillmore Street – Rezoning Request

Dear Planning Staff,

We are requesting that the property located at **Fillmore Street, Parcel ID: 01-04623-001**, which is currently zoned R-1, to be rezoned to DN-2, Downtown Medium-density Residential. The property will only be used for residential purpose. Minimal traffic increase is expected and no signage is proposed for the project. The new housing will be served by existing water and sewer lines which run along NE Filmore Street.

Sincerely,



Jacobs Group

PO Box 1285

Bentonville, AR 72712

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL
TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR
OTHER PURPOSES.
(PROJECT NUMBER: RZ23-0084)**

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

LOT 21 IN BLOCK 14 OF W.A. BURK'S ADDITION AS PER PROPERTY LINE ADJUSTMENT FILE #L202071257 RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 21, SAID POINT BEING THE POINT OF BEGINNING, THENCE S02°16'51"W 179.77 FEET, THENCE N87°05'32"W 59.43 FEET, THENCE N02°54'28"E 180.11 FEET, THENCE S86°44'48"E 57.46 FEET TO THE POINT OF BEGINNING: CONTAINING 0.24 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 5, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Rezoning - Market District II LLC - R-1, Low-Density Single-Family Residential to Planned Unit Development (PUD) (PUD23-0001)

1003 Southeast 4th Street

PC Date: 12/5/2023

Staff Report Details

Project Number	PUD23-0001
Applicant / Current Owner	Modus Studio/Market District II LLC
Site Area	+/- 1.39 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	Planned Unit Development (PUD)
Current Future Land Use Map Designation	Low Density Residential (LDR)
Requested Future Land Use Map Designation	High Density Residential (HDR)
Development Type / Use	Mixed-Use
Related projects	

Property Description

This project, *"Lanterns on 4th"*, is located on Southeast 4th Street, just west of Southeast J Street. The property is currently zoned R-1, Low-Density Single-Family Residential and has a Land Use designation of Low Density Residential (LDR). Adjacent zoning designations include DN-3, Downtown High Density Residential to the West and North, and R-1, Low-Density Single-Family Residential to the North, East, and South. The property has direct access to Southeast 4th Street.

Applicant's Proposed Changes since the 11/7/23 PC Meeting

The revised project description shows a 12' balcony, (a 12' setback on the 6th story) on the south side (street side) of the building, best seen from the east and west elevations. An additional 8' balcony, (8' setback on the 6th story) is proposed on the north side of the building, best seen in the east and west elevations.

4 units have been dropped, bringing the unit total down from 160 to 156. The unit mix has been updated to the following: from 15% studio to 35% studio, from 35% 1-bed to 40% 1-bed, and from 50% 2-bed to 25% 2-bed. 5 additional parking spaces have been added, bringing total parking from 139 originally to 144 spaces, and a new parking ratio of 0.92, up from 0.87.

Property Description

A 12' pedestrian way has been proposed between the on-street parking and front of the building that includes walkway, street trees, and other landscaping and amenities.

Project Details

The applicant is proposing a Planned Unit Development that consists of 156 multi-family units, of which 15% are studio, 35% are 1-bed, and 50% are 2-bed. Additional commercial space will be incorporated on the ground floor. The narrative states this space would be limited to office, retail, food & beverage, and general commercial uses, including sale of beer, light wine, and spirits. Elevated courtyards are proposed to serve the minimum 20% open space requirement. The total open space provided is .40 acres or 28%. The applicant states these will be ADA accessible and will be open to customers and tenants 24/7.

The applicant is proposing 144 parking spaces at a ratio of 0.92 parking spaces per unit. In addition, 1 secured bicycle parking space will be provided per unit. Parking will be provided both on-street and below the structure. The applicant asserts, based on previous development in Bentonville including the G at Market development just west of this proposal, that this parking ratio will be sufficient for a multi-use project in Downtown Bentonville. The applicant is providing a higher ratio of parking than at G at Market.

One structure is proposed on this site, and the applicant states that they will follow all LSD design requirements. Setbacks are proposed at a 0' front, 10' side, and 10' rear. The building is proposed to be 72 feet high, a total of 6 stories. The principal materials include brick, wood rainscreen, architectural metal panel, fiber cement panel, and concrete. Screening is proposed on the North and East sides of the site.

Relationship to the General Plan / Projected Traffic Impact

The Future Land Use Plan depicts this area as Low Density Residential (LDR). The applicant has requested a land use of High Density Residential (HDR). While this land use amendment is not consistent with the alignment policy, it is compatible with the existing land uses of the neighborhood and the proposed development is similar in scale and use to G at Market which holds the HDR land use as well. The proposed development meets several intents of Priority Area 1: Downtown Intensification including providing multi-family and mixed-use housing that allows developers to offset high property costs through market-driven means, providing a variety of housing options to allow people to live close to jobs and commerce, and capitalizing on existing physical infrastructure.

Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

Analysis / Waivers

The proposed PUD is a mixed-use development that would provide neighborhood level housing and commercial opportunities. This type of development, coupled with the recent and on-going redevelopment to higher densities in this neighborhood, serves to provide a development pattern that promotes alternative transportation - including walking and bicycling - and bringing people closer to jobs, in this case Walmart's new campus and other Downtown opportunities. The proposal meets the intent of Priority Area 1 of the Comprehensive Plan, and the land use change that is requested is appropriate for the

Analysis / Waivers

development, as it is mixed use, but primarily residential, and appropriate for the neighborhood as well.

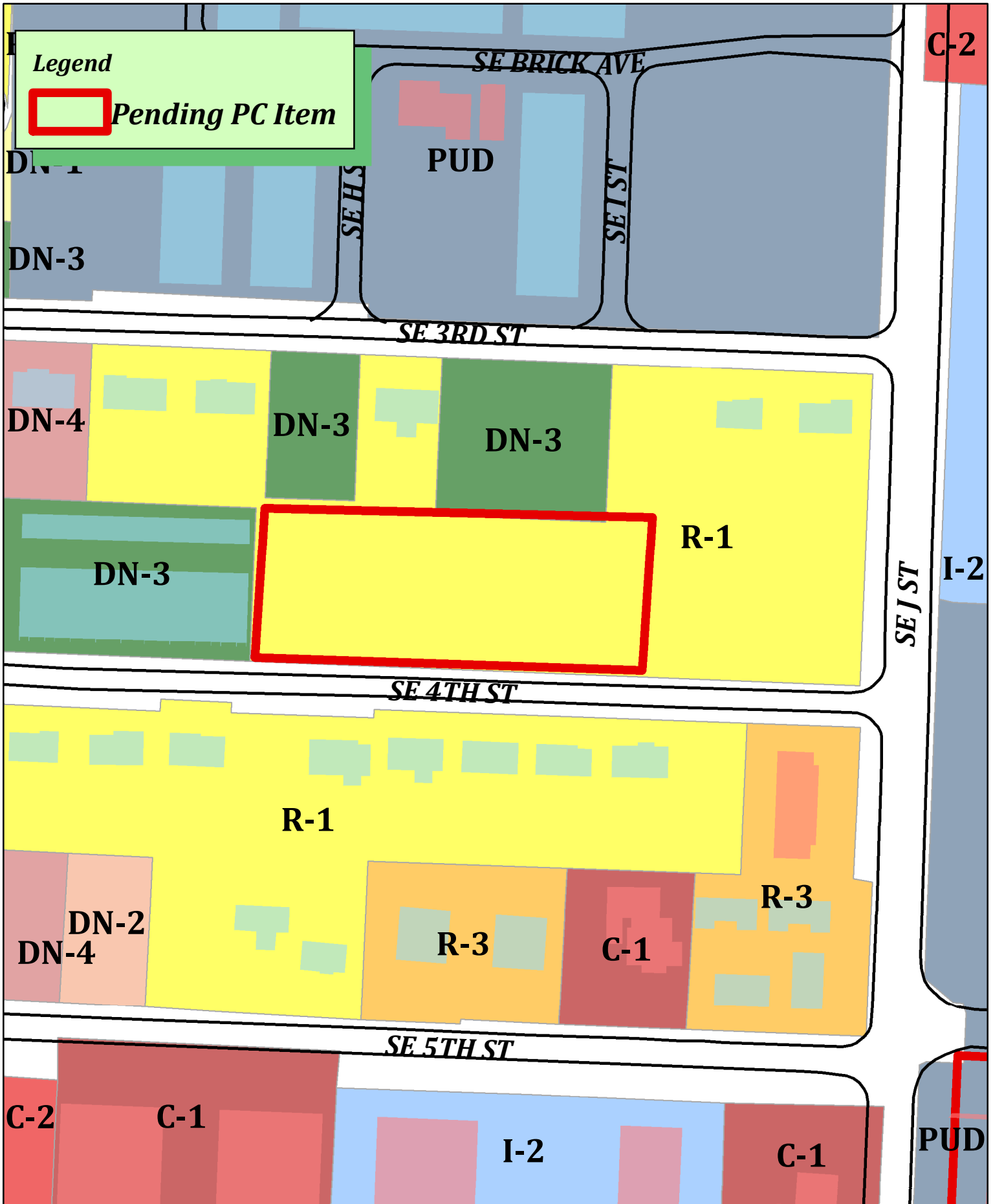
The applicant has stated that the subsequent Large Scale Development will meet the design criteria of Sec. 1100. The proposed materials and architectural features appear to be consistent with existing and under construction projects in this area. Parking is provided at 0.92 spaces per unit, typical for vertical mixed-use developments and this is augmented by the inclusion of dedicated bicycle parking for each unit as well as commercial space located on the ground floor. The location, being only a block to the new Walmart campus and in proximity to other commercial and employment destinations downtown, lends itself to alternative transportation options such as walking and bicycling. The design of the development, coupled with its location and neighborhood, provides residents with an opportunity to choose housing in a "car-light" environment.

Conclusion

Ideally, the planning effort for the future land use map update would be completed for this neighborhood in transition to better define the vision for this area before consideration of a project of this magnitude.

Given the ways in which this proposal has been modified to step back the top story and the way it meets the intents of the Comprehensive Plan, coupled with the proximity of this development to jobs, commerce, and recreation, staff recommends approval of this PUD.

Additional Details



PUD23-0001
SE 4th St
1003 SE 4TH ST



PUD SUBMISSION #4

November 27, 2023
PUD23-0001

Developer:
Randall Hinton Development
Bill Butler bill@randallhintondev.com

Architect:
modus studio
Chris Baribeau, AIA chris@modusstudio.com
Kiara Gilmore, AIA kiara@modusstudio.com

Civil Engineer + Landscape Architect:
Ecological Design Group
Brahm Driver, PE bdriver@ecologicaldg.com
Tanner Weeks tweeks@ecologicaldg.com



1

This project seeks to address the ongoing housing crisis in Northwest Arkansas by occupying a formerly suburban, but increasingly urban infill site in a swiftly transitioning neighborhood near the new Walmart Headquarters. The Planned Unit Development approach allows stakeholders to understand the intent, qualities, and merits of the proposed project.

The amenities are burgeoning and people need quality housing to call home. This project will provide new options within the context of Bentonville and the greater Northwest Arkansas community.

2

This PUD includes the following mixed-use allocations:

Approximately 5,000 square feet located along SE 4th Street will be allocated for office, retail, food + beverage or other general commercial uses including the packaged sale of beer, light wine and/or spirits. We envision a restaurant with a bar or a neighborhood bodega in this space.

Approximately **156** units of new multifamily housing, with the following mix:

Parking.

Elevated Courtyards.

Elevated courtyards will be provided to meet or exceed minimum open space requirements. Secure 24 hour keycard access will be provided for customers and tenants. Elevated courtyards will be ADA accessible and will meet all applicable code requirements.

3

This project will consist of 5 stories of wood framed structure for the housing units built on top of a concrete podium that will contain the screened parking, entry lobby, and the Neighborhood Commercial Retail space.

4

The proposed project seeks to adhere to all materiality and articulation requirements of the city design and approval process and will be confirmed through the LSD process.

The project will include a sewer capacity study to be submitted as part of the LSD process.

A preliminary Traffic Impact Report will be conducted prior to completion of the PUD phase of the project.

● SITE.

- 12' step back on south elevation at 6th floor
- 8' step back on north elevation at 6th floor

Neighborhood Commercial: 5,250 SF +/-

Amenities + Housing: 155,300 SF +/-

Units: **156**

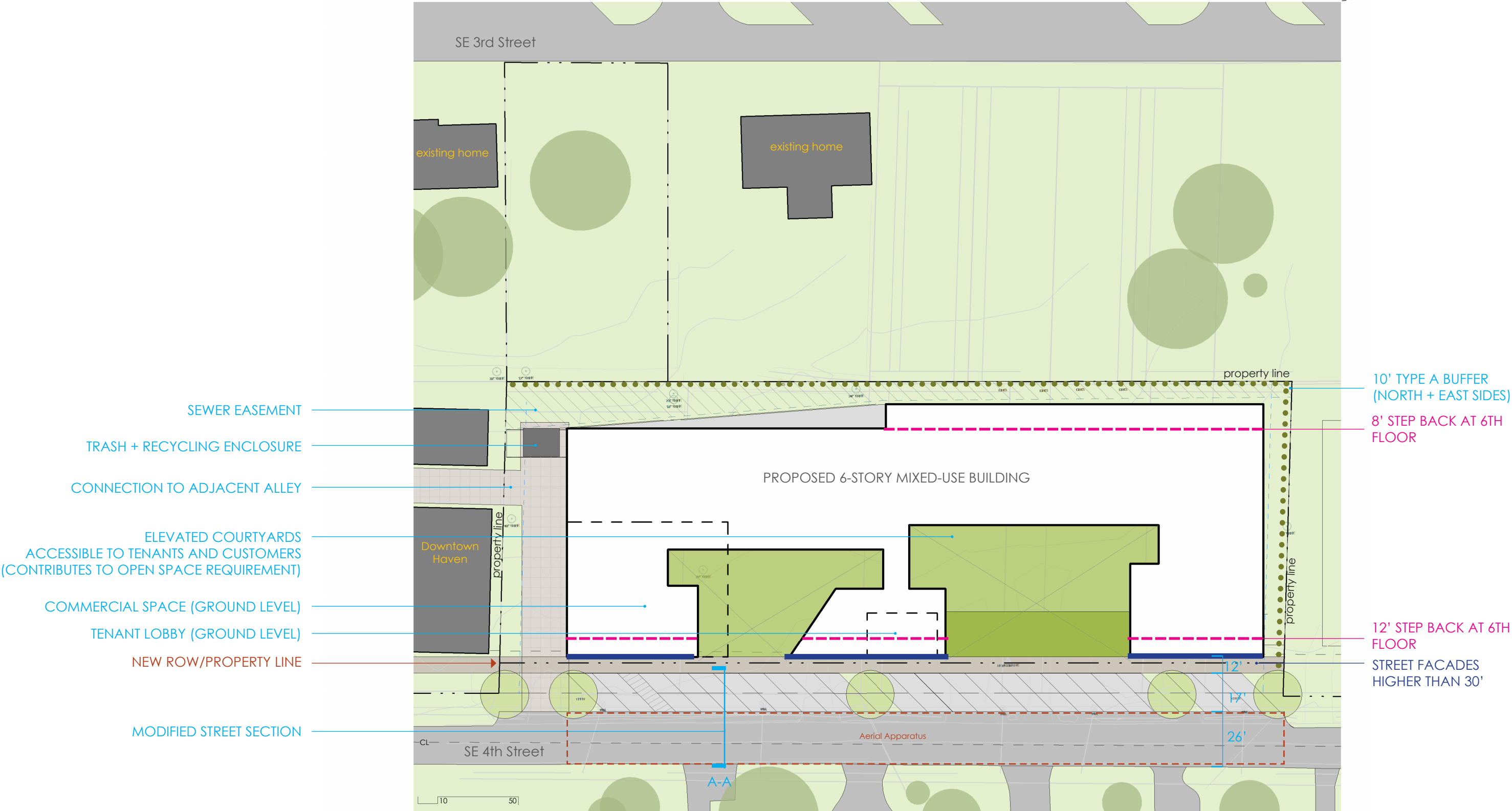
Density: 113

Parking:	35,300 SF +/-
Total Spaces:	144
Parking Ratio:	.92
Secured bike storage:	1 per unit

- *elevator bulkhead, mechanical screens and
- other code required items may add to building
- height as the design progresses.

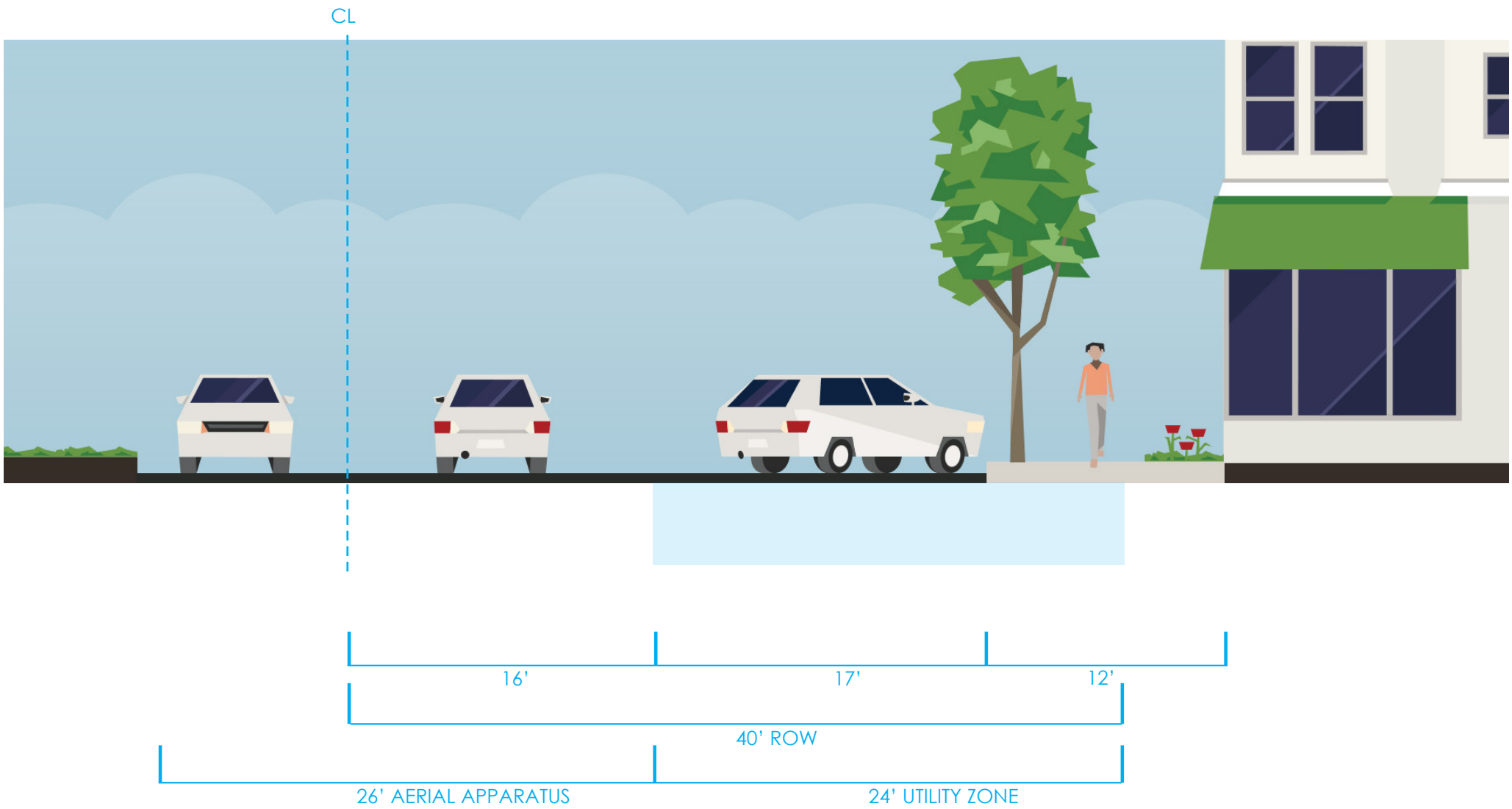
PLAN SET

concept plan



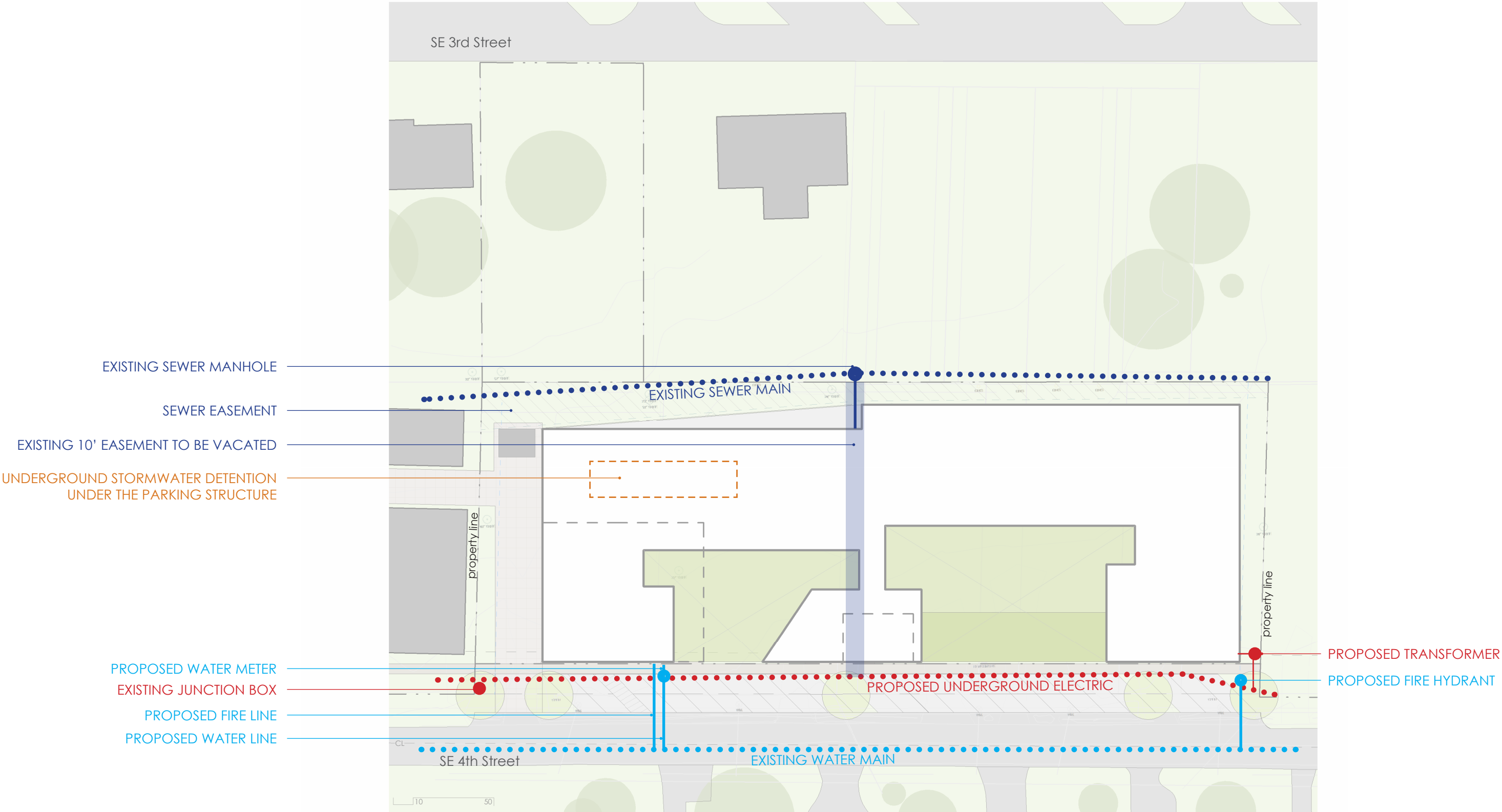
PLAN SET

modified street section A-A



PLAN SET

concept plan : utility diagram



PLAN SET

concept plan : fire access

- Construction Type.

Podium:

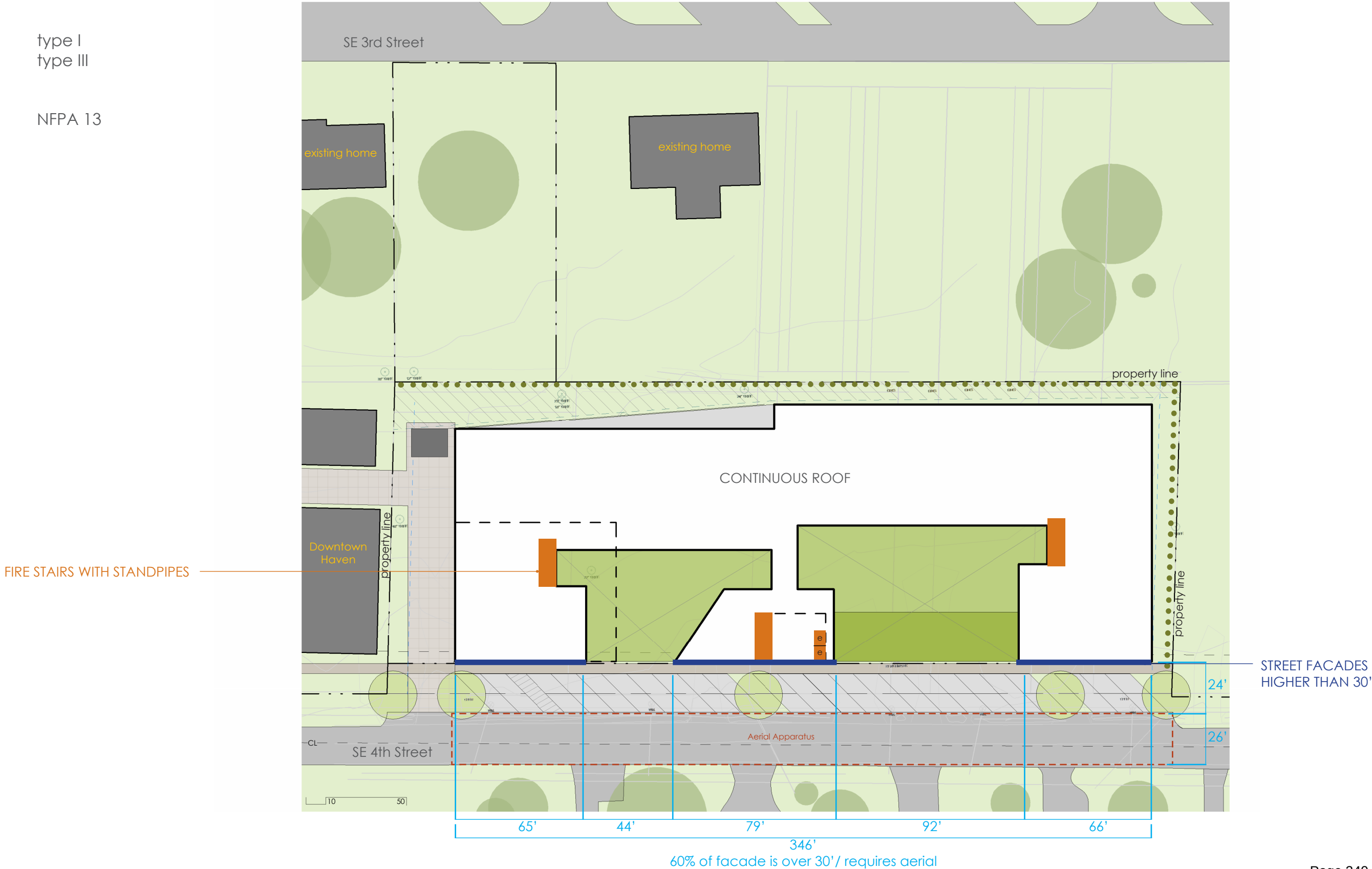
Residential Floors:
- type I

type III

Fire Protection.

Sprinklers:

NFPA 13



PLAN SET

concept plan : open space diagram

Site Area:1.38 acres

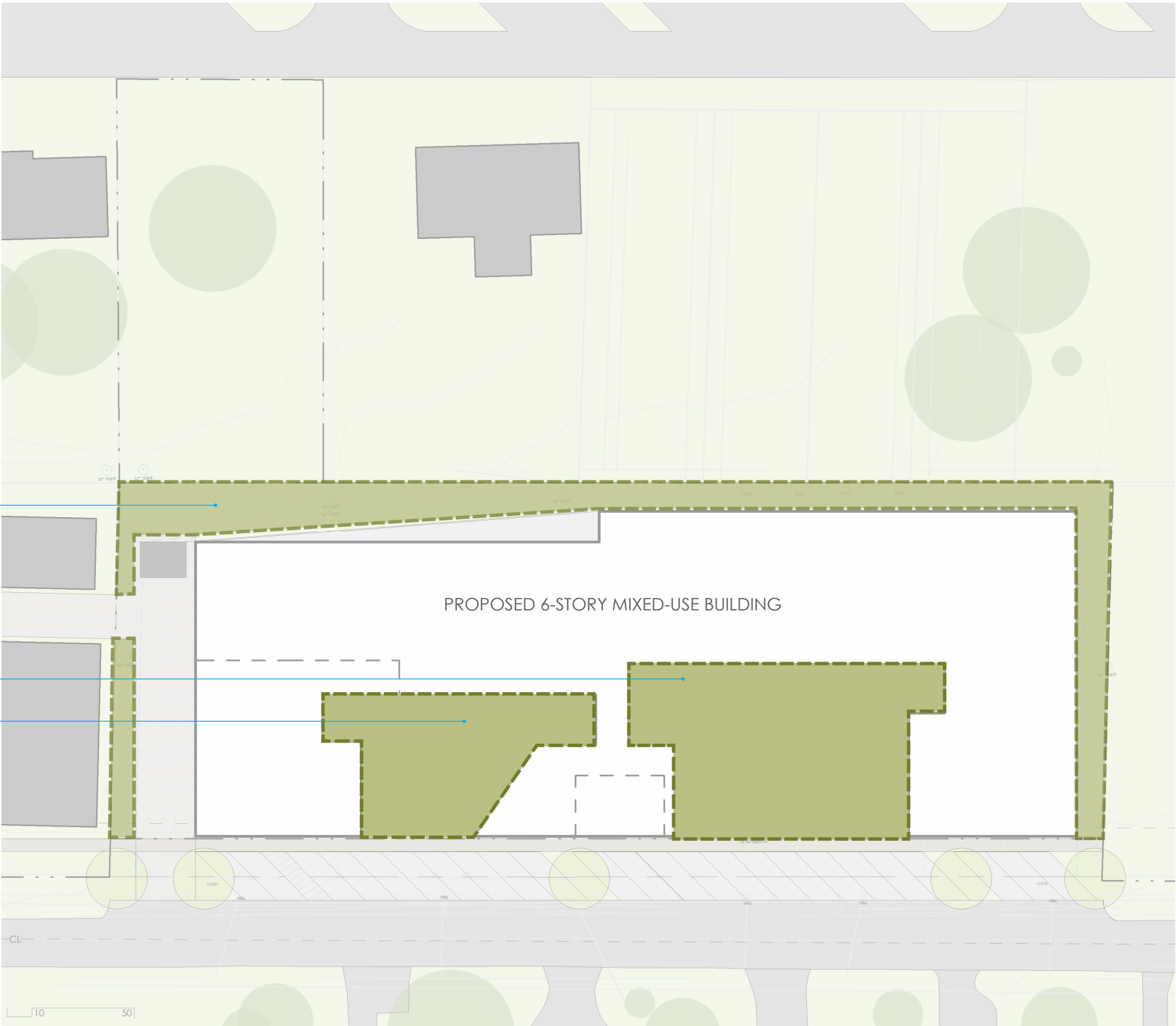
Open Space Required:.28 acres | 20%

Open Space Provided:**.40 acres | 28%**

GROUND LEVEL (.16 ACRES)

EAST COURTYARD (.15 ACRES)

WEST COURTYARD (.09 ACRES)



PLAN SET

context diagram

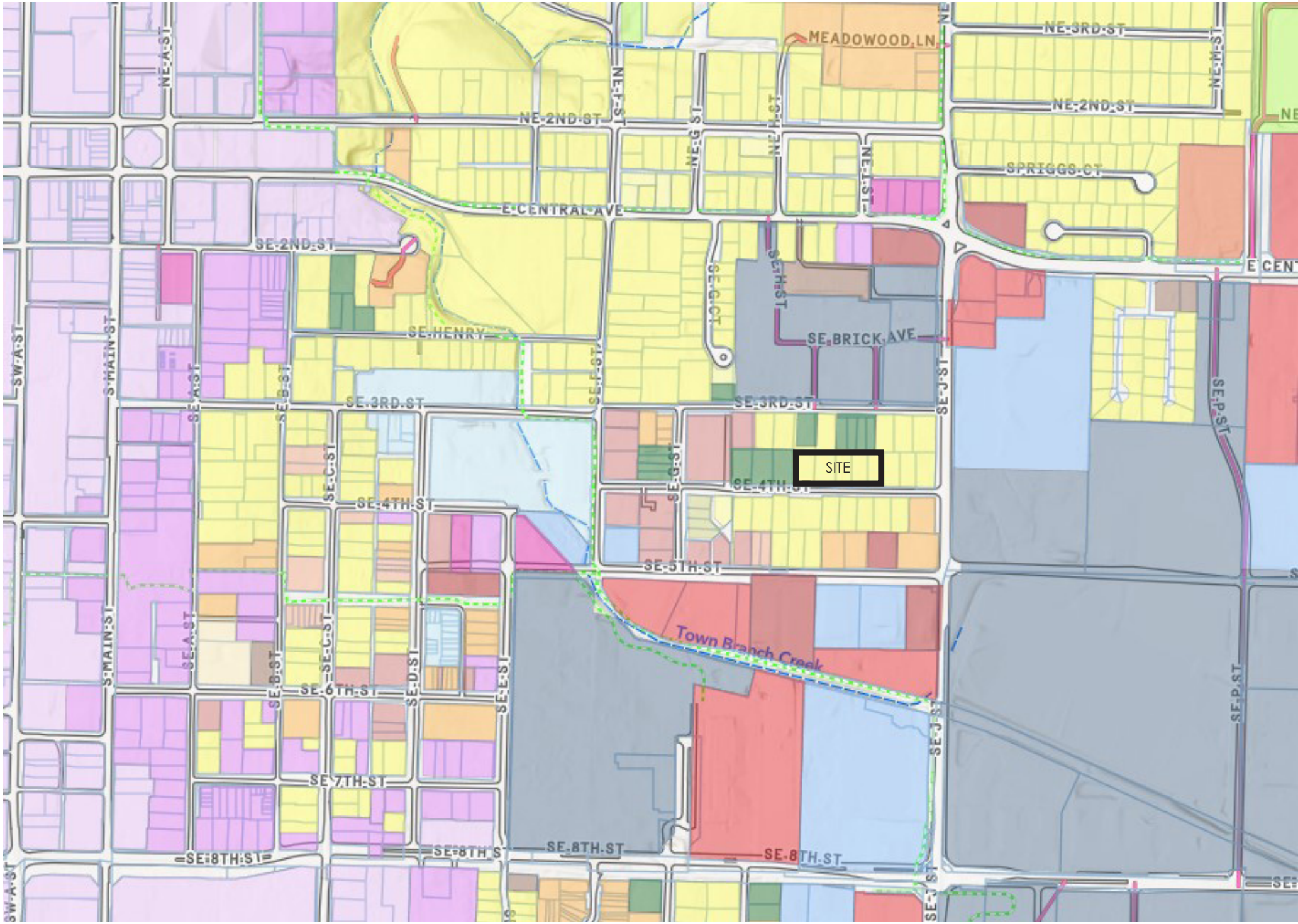


Context.

The proposed mixed-use project is located on SE 4th street in a swiftly transitioning neighborhood near the new Walmart Headquarters. The site is located within walking distance of The Momentary, 8th St. Market and the Downtown Square.

PLAN SET

current zoning



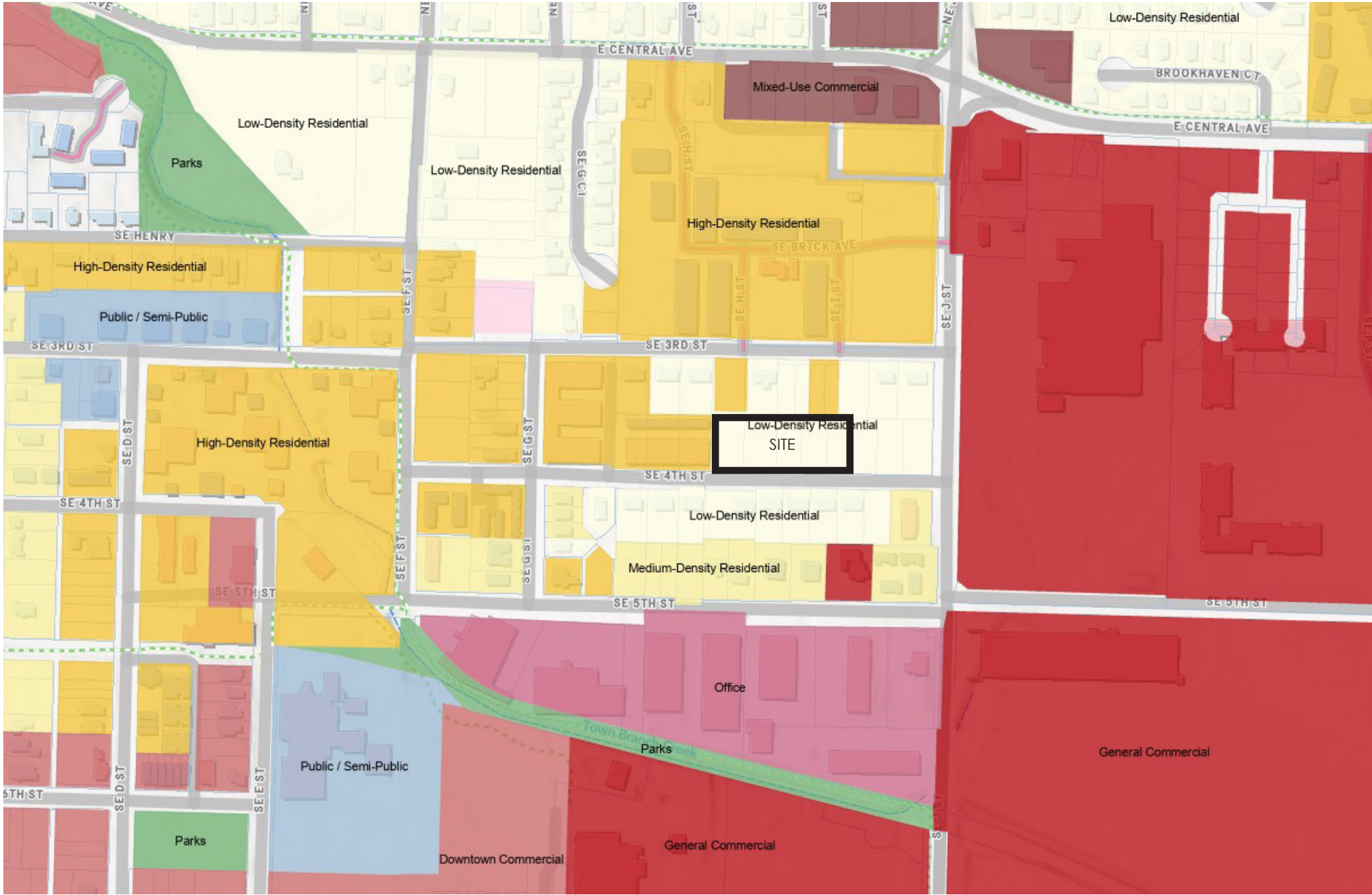
Zoning Intent.

The PUD encompasses a 1.38 acre site that is bound by SE 4th Street along the southern edge. There has been ample transition along this corridor into appropriate housing typologies for increased density in a very walkable and bikable area of Bentonville. This will be the third development along 4th Street by Randall Hinton Development with G at Market completed last year and Downtown Haven currently under construction to the west.

- | | |
|------------------------------|---|
| A-1 Agricultural District | PRD |
| C-1 Neighborhood Commercial | PUD |
| C-2 General Commercial | R-1 Single Family Residential |
| C-3 Central Commercial | R-2 Duplex & Patio Home |
| D-C Downtown Core | R-3 Medium Density Residential |
| D-E Downtown Edge | R-4 High Density Residential |
| DN-1 Downtown Neighborhood 1 | R-E Residential Estate |
| DN-2 Downtown Neighborhood 2 | R-MHP Manufactured Home Residential |
| DN-3 | R-O Residential Office |
| DN-4 Downtown Neighborhood 4 | R-ZL Zero Lot Line Residential |
| I-1 Light Industrial | RC-2 Central Residential - Moderate |
| I-2 Heavy Industrial | RC-3 Central Residential - High Density |

PLAN SET

future land use



PLAN SET

street elevations



South Elevation



East Elevation



North Elevation



West Elevation

Primary Materials



masonry (brick / brick screen)
glass
other code permitted materials

Special Use Materials



wood rainscreen (vertical / horizontal) architectural metal panel fiber cement board (lap / panel) architectural concrete

PLAN SET

conceptual vignette* - view from south



*final materials to be selected as a part of the large scale development process.

PLAN SET

conceptual vignette* - view from SE corner



*final materials to be selected as a part of the large scale development process.

PLAN SET

conceptual vignette* - view from SW corner



*final materials to be selected as a part of the large scale development process.

Bradley Gavrielides

From: Enrique ACUÑA TAM [REDACTED]
Sent: Thursday, November 2, 2023 6:02 PM
To: Tyler Overstreet; Luke Aitken
Cc: [REDACTED]; Bradley Gavrielides
Subject: Re: Request for Information on Five Vacant Lots on SE 4th St

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Luke, Tyler.

Can you kindly send the link to the meeting as I am out of country these days.. As a neighbor, I don't support and I am against approving this PUD, I believe you have been involved and aware of my issues with this Builder before. I own 904, 906 and 1002 SE 4th St., all within distance of this PUD to be able to voice my position and concerns as follow:

- In the past, Builder has been negligent on controlling vehicles speed of contractors and subcontractors.
- In the past, Builder has been negligent on maintaining the street clean.
- In the past, Builder has been negligent on noise Db levels before the ordinance times.
- In the past, the Builder has tried to use its size to take advantage of the neighbors in the street to relocate Utilities for their benefit at our disadvantage. This is an important topic as it is ongoing and affects all neighbors on the South side of 4th St.
- I don't support this massive PUD and I am AGAINST it because of my previous experience with the Builder, and traffic that is and will be generated in such a small street, and all damage being done to the neighborhood.
- I don't support this PUD because past approvals don't mean the City should continue approving this out of control intense concentration of properties in this area. 3, 4 and 5 street are not able to handle all the significant increase of residences / apartments that have been built in the last three years and approving this PUD will only make things critically bad.
- I don't support this PUD because it originally, and is still is, SE 4th was zoned as Residential, but this Builder has been smart enough to get the City to approve massive construction starting from the corner and convincing the City every time to continue expanding because into the street because his own previous construction has already been rezoned, so at the end all the Street will be rezoned while this was never in the original Master Plan and the City went along with approvals because of a "nearby building" (being his own) has already been approved.
- I don't support this PUD because is simply horrible and massive. It is exactly what Bentonville should not be about. I know the current plans are just renderings for rezoning purposes and they will be improved, but general idea and size will be the same.

If this rezoning gets approved to PUD SE 4th St will be basically come an Apartment / Commercial street for all intent and purposes hence sentencing the remaining residences to become as well in an already extremely crowded area with no room for expanding streets, parking or sidewalks.

Thank you,
Enrique A Acuna. (Property owner of 904, 906 and 1002 SE 4th St.)
[REDACTED]

On Thursday, October 19, 2023 at 09:30:32 PM GMT+8, Luke Aitken <laitken@bentonvillear.com> wrote:

Hey Enrique,

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND
USE MAP FOR A SPECIFIC AREA FROM LOW-DENSITY RESIDENTIAL TO
HIGH-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: PUD23-0001)

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

LOTS 9 AND 10 AND A PART OF LOT 8 OF EAST SIDE FIRST ADDITION, AND ALSO LOTS 11 AND 12 OF SECOND EAST SIDE ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12 OF SECOND EAST SIDE ADDITION AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECOND EAST SIDE ADDITION S88°05'29"E 180.12' TO AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 10 OF EAST SIDE FIRST ADDITION, THENCE ALONG THE NORTH LINE OF SAID EAST SIDE FIRST ADDITION S88°06'20"E 209.97', THENCE LEAVING SAID NORTH LINE S03°45'20"W 154.46' TO THE NORTH RIGHT-OF-WAY OF SOUTHEAST 4TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°56'44"W 210.02', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N88°18'56"W 179.86', THENCE LEAVING SAID RIGHT-OF-WAY N03°40'50"E 154.57' TO THE POINT OF BEGINNING, CONTAINING 1.38 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 5, 2023 at the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL
TO PUD, PLANNED UNIT DEVELOPMENT; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PUD23-0001)**

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

LOTS 9 AND 10 AND A PART OF LOT 8 OF EAST SIDE FIRST ADDITION, AND ALSO LOTS 11 AND 12 OF SECOND EAST SIDE ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12 OF SECOND EAST SIDE ADDITION AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECOND EAST SIDE ADDITION S88°05'29"E 180.12' TO AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 10 OF EAST SIDE FIRST ADDITION, THENCE ALONG THE NORTH LINE OF SAID EAST SIDE FIRST ADDITION S88°06'20"E 209.97', THENCE LEAVING SAID NORTH LINE S03°45'20"W 154.46' TO THE NORTH RIGHT-OF-WAY OF SOUTHEAST 4TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°56'44"W 210.02', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N88°18'56"W 179.86', THENCE LEAVING SAID RIGHT-OF-WAY N03°40'50"E 154.57' TO THE POINT OF BEGINNING, CONTAINING 1.38 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 5, 2023 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk