



**City Council
Meeting Agenda
June 11, 2024
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.

Bentonville residents can make public comments in the following ways:

- Public comments can be made in person at the meeting which is held at 305 SW A Street in Council Chambers.
- Public comments can be submitted by email to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. This email includes the Mayor and City Council email addresses.
- Public comments can be made virtually by registering for the Council meeting at the Zoom link listed below. This requires you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures concerning 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 June 11, 2024:

https://us02web.zoom.us/webinar/register/WN_HzIfX-fvRmiFw_TK1nONNA

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes - May 28, 2024 and June 3, 2024

1. Disaster Recovery Update

II. New Business - Public Comment to be Heard with Agenda Item

1. **June Residential Landscape Award -** **Landscape Award**
503 Northeast 2nd Street

Recognition by City Council of the landscaping of residential property at 503 NE 2nd Street. The property was selected by the Tree & Landscape Advisory Committee and is the June 2024 Residential Landscaping of the Month award winner.

2. **Resolution to Recognize Captain Justin Thompson on his Retirement from the City** **Resolution**

Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Captain Justin Thompson on his retirement from the City of Bentonville Police Department, effective June 21, 2024. This resolution recognizes Justin Thompson for 28 years of dedicated and decorated law enforcement service and 22 years to the Bentonville Police Department. This resolution also wishes Justin Thompson much health, happiness, and continued success in all of his future endeavors. See attached resolution.
3. **Resolution approving Installation of Artwork in the Water Tower Road & SE 8th Street Roundabout** **Resolution**

Resolution endorsing the purchase and permanent installation of artwork titled "Singing Kites" by artists Shelby Fleming and Simone Cottrell on public property in the Water Tower Rd. and SE 8th St. Roundabout. No budget adjustment is required.
4. **Resolution approving a Budget Adjustment - FY23 Community Development Block Grant Program** **Resolution**

Approval of a budget adjustment in the amount of \$320,831.00 recognizing FY23 CDBG entitlement funds to implement the projects identified in the FY23 CDBG Annual Action Plan as approved by City Council on November 7, 2023. A budget adjustment is needed to appropriate funds.
5. **Resolution entering an Agreement with the Boys and Girls Club of Benton County - CDBG Program** **Resolution**

Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with the Boys and Girls Club of Benton County for the use of FY23 CDBG funds in the amount of \$10,000.00. The needed budget adjustment is included in the previous Resolution.
6. **Resolution authorizing an Agreement with NWA Continuum of Care - CDBG program** **Resolution**

Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with NWA Continuum of Care for the use of FY23 CDBG funds in the amount of \$12,500.00. The needed budget adjustment is included in the previous Resolution.
7. **Resolution authorizing an Agreement with Habitat for Humanity of Benton County - CDBG Program** **Resolution**

Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with Habitat for Humanity of Benton County for the use of FY23 CDBG funds in the amount of \$25,000.00. The needed budget adjustment is included in the previous Resolution.
8. **Resolution authorizing Agreement with Helen Walton Children's Enrichment Center - CDBG Program** **Resolution**

Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with the Helen Walton Children's Enrichment Center for the use of FY23 CDBG funds in the amount \$10,000.00. The needed budget adjustment is included in the previous Resolution.
9. **Ordinance Amending the Business Registry Ordinance No. 2023-274** **Ordinance***

- Ordinance amending Ord. No. 2023-274 changing the date of compliance and waiving the renewal requirement and fee of the City of Bentonville Business Registry. No budget adjustment is needed.
10. **Resolution to Honor the Memory of Benton County Sheriff's Office Detective Paul Newell** **Resolution**
Resolution honoring the memory of Benton County Sheriff's Office Detective Paul Newell who lost his life in the line of duty on December 17, 2022. US Highway 71 from Medical Center Boulevard to the Interstate 49 off ramp is to be called Detective Paul Newell Memorial Highway. No budget adjustment is needed.
 11. **Public Hearing and Ordinance Vacating a Drainage Easement (VAC24-0004)** **Ordinance***
Hold Public Hearing and approval of Ordinance vacating a Drainage Easement Vacation located at Outlot A of Been Road Villas Subdivision (VAC24-0004). No budget adjustment is needed.
 12. **Resolution to Award Bid IFB-24-37 to Road Runner Safety Services, Inc. for a Towable Attenuator** **Resolution**
Resolution awarding bid IFB-24-37 in the amount of \$36,250.00 for a Traffix Scorpion II Towable Attenuator Mash Trailer to Road Runner Safety Services, Inc. No budget adjustment is needed.
 13. **Resolution to Award Bid IFB-24-33 to Time Striping, Inc. for the 2024 Annual Striping** **Resolution**
Resolution to approve bid IFB-24-33 to Time Striping, Inc. for the City of Bentonville's annual street pavement markings. No budget adjustment is needed.
 14. **Resolution to Terminate a Grant Agreement for the Bentonville Adult Recreation Center** **Resolution**
Resolution to terminate a grant with Bentonville Revitalization, Inc. for the remaining balance of the design work for the Bentonville Adult Recreation Center. No budget adjustment is needed.
 15. **Resolution to Enter into a Grant Agreement for the Bentonville Adult Recreation Center** **Resolution**
Resolution authorizing the Mayor and City Clerk to enter into a grant agreement with the Town Branch Foundation in the amount of \$630,120.00 for the design of the Bentonville Adult Recreation Center. No budget adjustment is needed.
 16. **Resolution to Approve a Budget Adjustment for the Bentonville Bat Art Piece** **Resolution**
Resolution to approve a budget adjustment of \$19,810.00 for the purchase of the Bentonville Bat art piece at Phillips Park. A budget adjustment is needed.
 17. **Resolution approving a Contract Amendment for Dave Peel Park/Quilt of Parks Project** **Resolution**
Resolution for approval of an Extra Work Authorization with Design Workshop, in the amount of \$236,250.00. No budget adjustment is needed.

18. **Resolution Approving a Contract Amendment for the A Street Promenade** **Resolution**

Resolution to approve a Change Order, in amount of \$17,000.00, to Design Workshop for additional design and construction observation for the A Street Promenade. No budget adjustment is needed.

19. **Resolution to award IFB-24-25 Re-Bid to Advantage Security Technologies, LLC** **Resolution**

Resolution to award IFB-24-25 Re-Bid to Advantage Security Technologies, LLC for City Wide Routine Fire Alarm, Sprinkler System, Fire Extinguisher and Vent Hood Inspections, and Fire Alarm Monitoring. No budget adjustment is needed.

20. **Resolution to award bid IFB-24-44 Emergency Debris Removal and Disaster Recovery Services** **Resolution**

Resolution to award bid IFB-24-44 Emergency Debris Removal and Disaster Recovery Services to Looks Great Services of MS, Inc. per the unit prices attached, in an amount not to exceed \$7,096,600.00. A budget adjustment is needed.

III. Utility Board - June 4, 2024 Meeting Canceled Due to Weather Event

IV. Planning

1. **Lot Split - Lots 6-9 of Morrison Heights Subdivision** **Ordinance***

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

An Ordinance Accepting A Lot Split Of Lot 4 Of Morrison Heights Subdivision Creating New Lots 6-9 Of Morrison Heights Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Lot Split - Lots 24 & 25, Block 2 of TJ Holland's Subdivision** **Ordinance***

303 Southwest 4th Street **The Planning Commission voted 6-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of A Portion Of Lots 1 And 2, Block 2 Of Holland's Addition Creating New Lots 24 And 25, Block 2 Of Holland's Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Lot Split - Lot 15, Block 26 of Deming's Second Addition** **Ordinance***

703 Northwest A Street **The Planning Commission voted 6-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Lot 10 And A Portion Of Lot 11, Block 26 Of Deming's Second Addition Creating New Lot 15, Block 26 Of Deming's Second Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Rezoning - Janes - R-1, Low Density Single Family Residential To DN-1, Downtown Low-Density Residential** **Ordinance***

803 Northwest 10th Street **The Planning Commission voted 6-0, recommending approval.**

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present

Zoning Classification Of R-1, Low Density Single Family Residential To DN-1, Downtown Low-Density Residential; And For Other Purposes.

5. **Amendment - Walmart Campus PUD** **Ordinance***
(Amendment)

Southeast 8th Street **The Planning Commission voted 6-0, recommending approval.**

An Ordinance Amending Ord 2024-28; And For Other Purposes.

V. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Taylor Allen
Phone:	479-271-3122	For Department(s):	Planning
Email:	tallen@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:	June Residential Landscape Award - 503 Northeast 2nd Street
Action Recommendation & Justification:	Recognition by City Council of the landscaping of residential property at 503 NE 2nd Street. The property was selected by the Tree & Landscape Advisory Committee and is the June 2024 Residential Landscaping of the Month award winner.
Additional Comments for Consideration (Optional):	
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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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Ray Shastid
Phone:	479-271-3172	For Department(s):	Police
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:	Resolution to Recognize Captain Justin Thompson on his Retirement from the City
Action Recommendation & Justification:	Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Captain Justin Thompson on his retirement from the City of Bentonville Police Department, effective June 21, 2024. This resolution recognizes Justin Thompson for 28 years of dedicated and decorated law enforcement service and 22 years to the Bentonville Police Department. This resolution also wishes Justin Thompson much health, happiness, and continued success in all of his future endeavors. See attached resolution.
Additional Comments for Consideration (Optional):	(Attached resolution)
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)

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

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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City of Bentonville State of Arkansas

RESOLUTION

CAPTAIN

Justin Thompson

WAS BORN IN TORRANCE, CALIFORNIA AND GRADUATED FROM CASSVILLE HIGH SCHOOL IN CASSVILLE, MISSOURI IN MAY 1992 AND EARNED A BACHELOR OF SCIENCE IN CRIMINAL JUSTICE ADMINISTRATION AND AN ASSOCIATE OF SCIENCE IN LAW ENFORCEMENT FROM MISSOURI SOUTHERN STATE COLLEGE IN 1996; AND

WHEREAS, CAPTAIN JUSTIN THOMPSON BEGAN HIS 28 YEAR LAW ENFORCEMENT CAREER BY JOINING THE MONETT POLICE DEPARTMENT IN MONETT, MISSOURI AS A RESERVE OFFICER IN SEPTEMBER 1995 AND BECOMING A FULL TIME PATROL OFFICER WITH THE NEOSHO POLICE DEPARTMENT IN NEOSHO, MISSOURI FROM JULY 1996 TO DECEMBER 2001; AND

WHEREAS, CAPTAIN JUSTIN THOMPSON JOINED THE BENTONVILLE POLICE DEPARTMENT IN JANUARY 2002 AS A PATROL OFFICER, WHERE HE SERVED AS A FIELD TRAINING OFFICER, LAW ENFORCEMENT INSTRUCTOR, SHIFT SUPERVISOR, AND MEMBER OF THE SPECIAL RESPONSE TEAM UNTIL BEING PROMOTED TO SERGEANT IN THE CRIMINAL INVESTIGATIONS DIVISION IN MARCH 2006; AND

WHEREAS, CAPTAIN JUSTIN THOMPSON SPENT THE NEXT 14 YEARS IN THE CRIMINAL INVESTIGATIONS DIVISION, EVENTUALLY BEING PROMOTED TO CAPTAIN IN 2011 WHERE HE SERVED AS THE DIVISION COMMANDER FOR MORE THAN NINE YEARS AND DEMONSTRATED GREAT EXPERTISE IN THE FIELD OF CRIMINAL INVESTIGATIONS, SOLVING NUMEROUS CASES THAT REPRESENTED THE HIGHEST SAFETY CONCERNS TO OUR COMMUNITY, WHILE DOING SO WITH A FOCUS ON TEAMWORK AND COLLABORATION; AND

WHEREAS, CAPTAIN JUSTIN THOMPSON SUCCESSFULLY COMPLETED SEVERAL ADVANCED LEADERSHIP COURSES, INCLUDING THE TRILOGY AWARD FROM THE FBI-LAW ENFORCEMENT EXECUTIVE DEVELOPMENT ASSOCIATION AND THE INVITATION-ONLY ELEVEN-WEEK FBI NATIONAL ACADEMY, WHICH SERVES TO IMPROVE THE ADMINISTRATION OF JUSTICE IN POLICE DEPARTMENTS AND TO RAISE LAW ENFORCEMENT STANDARDS, KNOWLEDGE, AND COOPERATION WORLDWIDE, EARNING THE COVETED YELLOW BRICK TO MEMORIALIZE THE ACHIEVEMENT OF COMPLETING THE YELLOW BRICK ROAD, WHICH IS THE GRUELING FINAL TEST OF THE FITNESS CHALLENGE; AND

WHEREAS, CAPTAIN JUSTIN THOMPSON APPROACHED ALL OF HIS DUTIES AS ASSIGNED WITH AN UNCOMPROMISING LEVEL OF INTEGRITY AND CARE THAT DEFINE BOTH THE BEST STANDARD OF LAW ENFORCEMENT AND HIS INDIVIDUAL CHARACTER; AND

WHEREAS, CAPTAIN JUSTIN THOMPSON AS CAPTAIN OF THE PATROL DIVISION OF THE BENTONVILLE POLICE DEPARTMENT, HAS CONTINUED TO FAITHFULLY SERVE UNTIL HIS RETIREMENT AND, THROUGH HIS COUNTLESS ACTIVITIES AND ACCOMPLISHMENTS, DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE.

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE, HEREBY COMMENDS AND CONGRATULATES CAPTAIN JUSTIN THOMPSON FOR HIS 22 YEARS OF DEDICATED SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS.

GIVEN THIS 11th day of June, 2024, in Bentonville, in the Great State of Arkansas, in the United States of America.



Stephanie Orman, Mayor

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Shelli Kerr
Phone:	479-271-6822	For Department(s):	Planning/Public Art Advisory Committee
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:	Resolution approving Installation of Artwork in the Water Tower Road & SE 8th Street Roundabout
Action Recommendation & Justification:	Resolution endorsing the purchase and permanent installation of artwork titled "Singing Kites" by artists Shelby Fleming and Simone Cottrell on public property in the Water Tower Rd. and SE 8th St. Roundabout. No budget adjustment is required.
Additional Comments for Consideration (Optional):	The Public Art Advisory Committee recommended approval of the artwork on May 14, 2024. See Memo.
Amount for Approval:	\$ \$54,001.36

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: Mayor Stephanie Orman and Bentonville City Council

From: Shelli Kerr, AICP, Comprehensive Planning Manager

On behalf of: Bentonville Public Art Advisory Committee

CC date: June 11, 2024

RE: **Permanent Art Installation in the roundabout at Water Tower Rd and SE 8th St**

Request. Approval of a resolution endorsing the permanent installation of public art titled “*Singing Kites*” by Arkansas artists Shelby Fleming and Simone Cottrell on public property in the roundabout at the intersection of Water Tower Rd and SE 8th St.

Background. The Public Art Advisory Committee published a Request for Proposals on February 20, 2024, with a deadline of March 29, 2024. In response to this RFP, 30 proposals were submitted, including three proposals from international artists. The committee reviewed all three proposals at the April 9 meeting and selected two pieces to seek further information from the artists. After reviewing the additional information at the May 14 PAAC meeting, the committee unanimously recommended *Singing Kites* for installation in the roundabout.

Description of Artwork. *Singing Kites* combines the Khmer ancient art form and competitive pastime called “*Klaeng ek*” with Cambodian traditional weaving called “*ikat*”. “*Klaeng ek*” involves decorative bamboo and paper kites designed to generate sound from the wind passing through and fly vertically upon launch. “*ikat*” was made with a specific material created from the indigenous golden silkworm found only in Cambodia.

This installation consists of three “*Klaeng ek*” kites made of steel each 108” wide by 168” deep ranging in height from 72” to 180”. The kites will appear to be flying in a clockwise direction with holes drilled in key areas to retain the sound aspect of the kites. Each kite has a unique design inspired by artist Cottrell’s silk heirlooms from her grandmother, whose family was one of the founding families of “*ikat*” in Cambodia.

Display Site. The display site is the interior of the roundabout at Water Tower Rd and SE 8th St.

Display Period. This is a permanent display.

Funding. The cost is \$54,001.36 funded by the Public Art Advisory Committee. City Council approved a budget of \$100,000 to fund two roundabout projects in 2024. This project will be funded from that budget and no budget adjustment is needed.

Recommendation. PAAC recommends this artwork at the proposed display site. The proposal was reviewed by the Traffic Safety and Signage Committee on June 3, 2024.

Proposed Artwork:
Singing Kites by Shelby Fleming and Simone Cottrell



Image 1

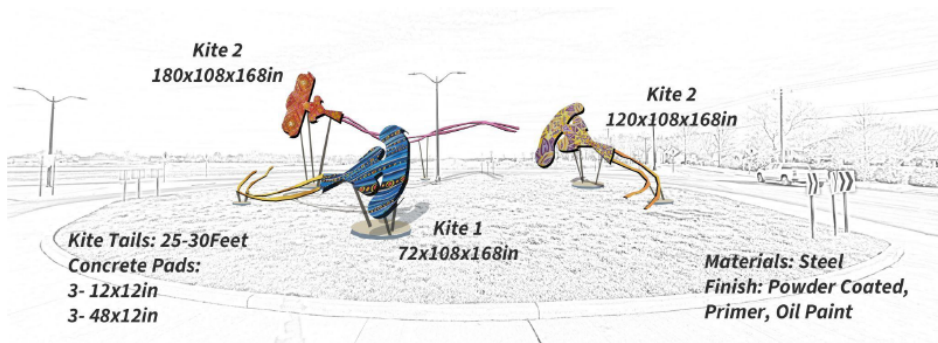


Image 2

Display Site:
 Water Tower Rd and SE 8th St Roundabout



From: noreply@civicplus.com
To: [Shelli Kerr](#)
Subject: Online Form Submittal: Public Art Proposal
Date: Friday, March 29, 2024 2:47:21 PM

Public Art Proposal

Proposal for Public Art

Type of Proposal	Response to RFP: Roundabout
Date	3/29/2024
Is the project a collaboration among multiple artists?	Yes
Is the project curated by someone or an organization other than the artist?	No

1) ARTIST INFORMATION

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

Name	Shelby Fleming
Address	4154 N CADILLAC DR APT 3
City	FAYETTEVILLE
State	AR
Zip Code	72703
Email Address	shelbylynnefleming@gmail.com
Phone Number	6189732301
Upload artist resume / CV	Simone Cottrell and Shelby Fleming CV-1.pdf
Artist portfolio	Simone Cottrell and Shelby Fleming Artist Porfolio.pdf
Artist website	https://www.shelbylynnefleming.com/

2) CURATOR CONTACT INFORMATION

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

Name	<i>Field not completed.</i>
Title	<i>Field not completed.</i>
Organization Name	<i>Field not completed.</i>
Street Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Email Address	<i>Field not completed.</i>
Phone Number	<i>Field not completed.</i>

3) ARTWORK DETAILS

Title of artwork	- Singing Kites
Medium	Steel, Powder Coating, Primer, Oil Paint
Height	Kite 1: 72in Kite 2: 120in Kite 3: 180in
Width and depth	Kite 1: 108x168in Kite 2: 108x168in Kite 3:108x168in
Can the artwork be scaled smaller or larger?	Maybe
Description of artwork	See attachment
Upload description of artwork	Simone Cottrell and Shelby Fleming_ Artwork Description.pdf
Upload image of artwork	Simone Cottrell and Shelby Fleming_ Artwork Images.pdf

4) INSTALLATION AND MAINTENANCE

Is the proposal for temporary or	Permanent
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permanent display?

If temporary, what is the requested display period?

3 years or more

Is the artwork already complete?

No

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

Not applicable

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

Field not completed.

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

7-10 months

Is the artwork best suited for indoor or outdoor display?

Outdoor

Is a foundation required to install the artwork?

Yes

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

3- 12x12inch circular footings 3-48x12in circular footings

Does the artwork require access to electricity?

No

Does the artwork require access to water?

No

What is the life expectancy of the artwork?

11 or more years

Are there any special maintenance needs for

Yes

this artwork?

If there are maintenance needs, please describe here.	Apply Anti-Graffiti Paint Sealer every 10 years, Inspect sculpture regularly for graffiti, vandalism, and climbing abuse. Inspect powder coat yearly and reseal any areas that have aged with a steel sealer. Seal concrete pads every 2-5 years.
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5) BUDGET & FUNDING

(a) Material costs	\$13,202.67
Describe materials costs.	Water Jet steel bases with cut bolt pattern, 16 gage 4x8 steel sheets, 11 gage 4x4 steel sheets, 1/4inx20ft bar steel stock, 1/4in round steel stock, 3/8in steel stock, rectangle Steel tubing, welding wire, welding gas, cut off wheels, chop saw cutting disk, sanding disc, flap disk, oil paint, sales tax, estimated shipping, 10% Incidentals
(b) Production costs	\$22,298.60
Describe production costs.	General Production Labor (Steam Rocket Engine: Production Collaborator), CNC plasma cutting services, powder coating services, production space rental, truck rental, sales tax, 10% Incidentals
(c) Installation costs	\$5,806.34
Describe installation costs.	Concrete, sonotube, concrete anchor bolts, lock nuts, lock tight, truck rental, sales tax, 10% Incidentals \$1996.50 Artists contacted Shelli Kerr, Comprehensive Planning Manager, on 14 March 2024 for pending resources needed for installation: "The city may be able to provide the concrete, but we suggest including potential costs for that in your budget so the city can consider it as part of the overall project budget. Make a note in the proposal that you would be requesting city assistance with funding/pouring foundations." - Shelli Kerr City requested installation assistance: hammer drill, generator or onsite power, concrete (1.5-2 yards), concrete delivery, concrete finishing supplies (trowel, edger, brush, sealer), install equipment: mini excavator, boom lift, fork lift, delivery of equipment to site. Sales tax, 10% incidentals \$3198.80
(d) Total fabrication budget	\$41,307.61
(e) Artist's fee	\$12,392.25 (15% per artist; Per 14 March 2024 email Shelli Kerr "The Public Art Advisory Committee would have to approve that, so I suggest making that request within the proposal and show in the budget.")
(f) Travel costs	\$301.50

(g) Total budget	\$54001.36
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What is the planned funding for this proposal?	Funding as part of a Request for Proposals.
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ខ្លែងឯក - *Singing Kites*

Shelby Fleming and Simone Cottrell

Bentonville Roundabout RFP

3/29/2024 | Artwork Description

When developing ខ្លែងឯក - *Singing Kites*, artists Shelby Fleming and Simone Cottrell were inspired by three questions:

1. What type of structures could be in conversation with the open sky, the natural preserve, and the roundabout's signage?
2. What sensible materials, both physical and imagined, have proven their longevity and will be relevant 50 years from now?
3. How do we want to feel when moving in a counter-clockwise motion, coming from three different directions?

After a very fun (and safe) site visit to the 8th and Water Tower roundabout, we developed the concept of what Khmer kites of the future could look like today.

BRIEF REFERENCES:

Klaeng ek, or singing kites, has been part of the Khmer cultural tradition since 400 B.C. During the Cambodian genocide of 1975 -1979, 90% of creatives and master teachers died, including those with the ancient knowledge of building klaeng ek. Over two decades ago, efforts were made to revitalize this art form and competitive past time, leading to a growing international interest. Unique in their geographical design and size, traditional klaeng ek are made from natural materials, primarily bamboo and very thin paper. An image, usually spiritual, is then painted onto the klaeng ek. Two aspects make the klaeng ek particularly special. First is that a bow is placed at the nose to generate sound as the wind passes through. When multiple klaeng ek fly together an original and temporary soundscape is created. Second, unlike Western kites, klaeng ek flies vertically to the ground upon launch.

Knowing that the materials for the proposed concept would not be made from bamboo and paper, we looked at traditional Khmer textiles and silks as inspiration to provide a softness to the three steel sculptures with concrete foundations. Similar to the cultural history of klaeng ek, “ikat”, or Khmer-specific weaving, dates to the Angkor period. What makes ikat silk precious and a sought after-material is due to a very particular indigenous golden silkworm found only in Cambodia. For ខ្លែងឯក - *Singing Kites*, Cottrell referenced three silk heirlooms given to her by her grandmother, whose family was one of the founding families of ikat on the island of Koh Dach near Phnom Penh, Cambodia.

PRODUCTION AND DEVELOPMENT:

If one were to look at ខ្លែងឯក - *Singing Kites* at first glance, the three sculptures look like abstract, alien bugs or very fun airplanes! We enjoyed the initial playfulness that these ancient Cambodian kites already created by their geometric designs alone. The interpretation of ikat silks through memory and intuitive color mixing, and meditative breathing brush strokes creates an organic fluidity of color and design. There are dozens of klaeng ek geometric patterns as well as hundreds of ikat silk textiles to pull inspiration from to create a variety of sister sculptures in the future. Truly, the ingenuity that is ខ្លែងឯក - *Singing Kites* can take flight!

ខ្លែងឯក - *Singing Kites*

Shelby Fleming and Simone Cottrell

Bentonville Roundabout RFP

3/29/2024 | Artwork Description

Should the public want to explore more about ខ្លែងឯក - *Singing Kites*, they would be surprised to learn the multilayered historical and cultural importance of both the klaeng ek and ikat silk. Each klaeng ek shape is slightly different from the others, while each abstract pattern gives a klaeng ek its own flight personality. In addition, Fleming developed the practical and genius idea of retaining the sound aspect of klaeng ek. Instead of a bow feature at the nose, holes will be drilled in key areas to support the structure from wind damage while creating a hum.

As far as traffic flow and aiding in direction, we purposefully imagined ខ្លែងឯក - *Singing Kites* to give the illusion of lifting off as one travels counter-clockwise, with the highest sculpture (Kite 3) pointing towards the interstate. Look closely at the pdf titled “Artwork Images”. While looking at Image One and Image Three, you might see a familiar pattern. Kites One and Three are in alignment with the street signage on the pavement, giving motorists an almost subconscious double-reminder that this location is indeed a roundabout. ខ្លែងឯក - *Singing Kites* collective structure was intentionally developed with multiple points of movement, pauses, and signage in mind as we studied vehicular movement, walking in the space, and observing both within the roundabout and multiple viewpoints outside of the roundabout during our site visit.

TIMELINE & RESPONSIBILITIES:

Fabrication Stage 6-8 Months

1 week	Order supplies
2 weeks	Turn patterns into cut designs for Plasma CNC Schedule appointment with Plasma CNC
1 week lead time	Get all sheet steel cut down on Plasma CNC Deliver to Steam Rocket Engine for assembly
3 months	Work with Steam Rocket Engine on forming, welding, cutting and shaping square and round steel stock for design and Test fit
1 month lead time	Deliver kite bodies and tails to be power coater
3 weeks	Return to Steam Rocket Engine add final pattern design work with oil paint Read for onsite delivery

Install Stage 1 week

Stage 1

1 day	Survey: Work with City grounds crew to location where the sculpture pads will be located on the roundabout in relation to ground wires
1 day	Work with the city of Bentonville: onsite with mini excavator and dump truck to remove material for the 6 sculpture pads

ខ្លោងឯក - *Singing Kites*

Shelby Fleming and Simone Cottrell

Bentonville Roundabout RFP

3/29/2024 | Artwork Description

	Schedule a concrete truck (Estimated 1.5-2 yards needed)
1 day	Onsite pour of concrete working with the city grounds crew
	Stage 2
1-2 days	Delivery of Sculptures to site and tap into concrete with a hammer drill and install wedge anchor bolts
	Equipment on site: Boom Lift, Fork Lift, Generator if there is no power on site
	Once sculpture bases are secure the forklift will lift the kite bodies to the top of the posts, and the Boom lift will be used to secure the kites to the top of the posts
	Boom lift will also be used to attach the kite tales to the back of the kite
	*NOTE: Stage 1 can happen at any time during the Fabrication Stage

ខ្លោងឯក - *Singing Kites* current proposal is considered the healthiest draft possible at the time that the RFP was sent on March 29, 2024. Should the proposal be selected, further fine-tuning will be needed to finalize the design.

Fleming's responsibilities are that of lead fabricator, working with structural collaborator Steam Rocket Engine and utilizing local services for CNC plasma cutting, powder coating, and sourcing local materials when possible. Cottrell's responsibilities are that of cultural dramaturg, movement artist, lead painter, and assistant to Fleming.

CONCLUSION

In the initial site visit conversation of ខ្លោងឯក - *Singing Kites*, we were curious to know how this idea could exist in conversation with other Bentonville arts and culture touchpoints that currently existed.

First, due to one of our original questions, we considered how ខ្លោងឯក - *Singing Kites* made by two women could be a gentle nod to the pioneering aviator Louise Thaden. We would be the first women artist team to create culturally specific and site-specific sculptures that are meant to give the illusion of flight for Bentonville residents.

We also recognized that ខ្លោងឯក - *Singing Kites* could be thought of as a "sister sculpture" to Yonika Shonibare's *Wind Sculpture (SG) VIII, 2022* located at The Momentary. As stated on OZ Art NWA, "Evocative of the sails of ships that crossed the Atlantic to connect nations through the exchange of ideas, products and people, the form of *Wind Sculpture (SG) VIII* captures histories that can be inspiring, brutal and complex. It looks to how the opening of the seas led not only to the Trans-Atlantic slave trade and colonization, but also gave rise to the dynamic contributions of Africans and African heritage worldwide."

ខ្លែងឯក - *Singing Kites*

Shelby Fleming and Simone Cottrell

Bentonville Roundabout RFP

3/29/2024 | Artwork Description

ខ្លែងឯក - *Singing Kites* shares a similar narrative in that two specific ancient Khmer art forms were on the precipice of being lost due to a genocide that will have its 50th memorial in April 2025. In 1975, 50,809 Cambodian, Vietnamese, Laotian, and Hmong refugees came to Fort Chaffee in Fort Smith, AR - one of four US military bases that allowed refugees from conflicting wars to find new homes. Many diasporic Southeast Asians then and now have made the Ozarks and the River Valley our new homes, contributing to the agricultural, entrepreneurial, service industry, and artistic economies.

Those of us who are intimately aware of what could be lost are now developing new and collaborative ways to retain and reimagine our culture with the resources available and within the cultural context of others.

Though public art exists around the world that uses kites as the subject matter, Bentonville, AR would be the first location anywhere to have a public art sculpture concept that centers Khmer futurism as an accessible projection of one's imagination.

ខ្លែងឯក - *Singing Kites*
 Shelby Fleming and Simone Cottrell
 Bentonville Roundabout RFP
 3/29/2024 | Artwork Images



Image 1

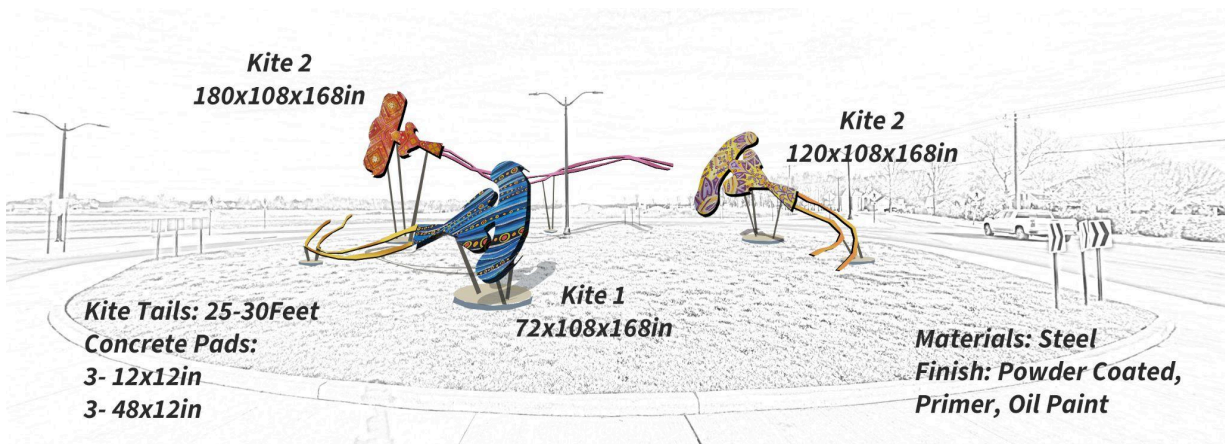


Image 2

ខ្លែងឯក - *Singing Kites*
Shelby Fleming and Simone Cottrell
Bentonville Roundabout RFP
3/29/2024 | Artwork Images



Image 3

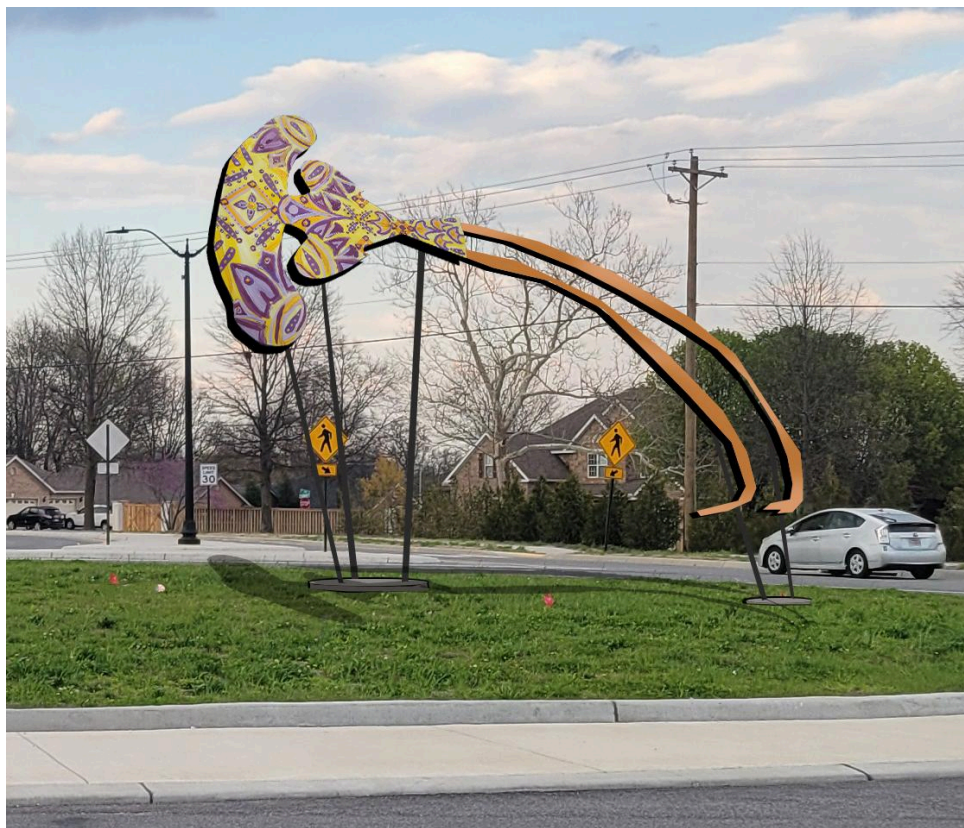


Image 4

ខ្លែងឯក - *Singing Kites*
Shelby Fleming and Simone Cottrell
Bentonville Roundabout RFP
3/29/2024 | Artwork Images



Image 5



Image 6

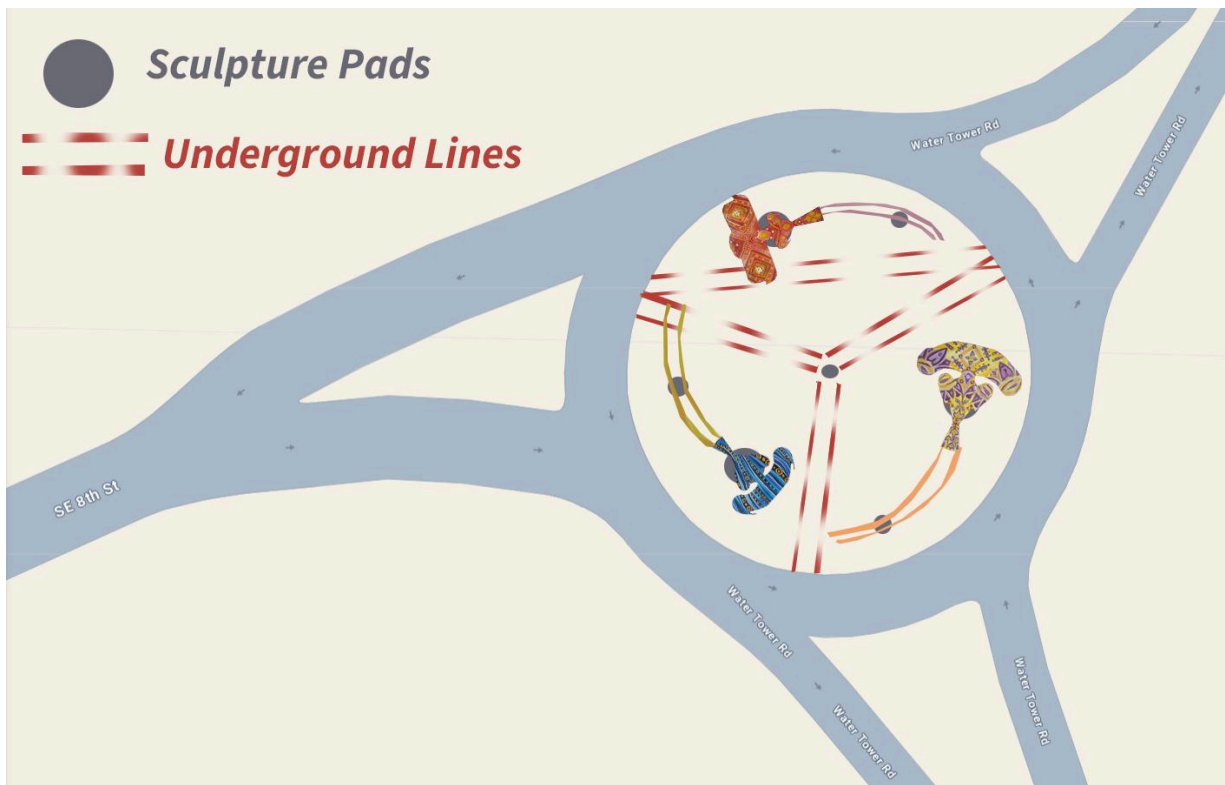


Image 7

Simone Cottrell**she/her/ស៊ី តី**

Work Samples:

[Videos & Images](#) (Various Projects)[CACHE Canvas](#) (First Northwest Arkansas Arts & Culture Comprehensive Survey)Rachhana Creative Consulting: simone@rachhanacreativeconsulting.comRCC Website: rachhana.com

RCC Facebook & Instagram: @rachhana_creative_consulting

Creative: sdcottrell@gmail.comCreative Website: www.thesimonecottrell.com

Creative Facebook & Instagram | @thesimonecottrell

Phone: 918. 716. 6335 (Text is best)

BIO

Simone Cottrell (Northwest Arkansas) is a multi-hyphenate creative and owner of Rachhana Creative Consulting, LLC. Her durational protest performance art *Where is Justice?* enters its third year of exploration in 2024. Simone's contracted projects have included the 2023 Smithsonian Folklife Festival, Jonathan Gonzalez's *Perejil*, and Crystal Bridges Museum of American Art's *Creating Connections*. Other 2024 projects include *One Nation, One Project* - Phillips County, and Theatre Squared's *Cambodian Rock Band*. She is a board member of NWA Girl Gang and the National Cambodian Heritage Museum & Killing Fields Memorial. Simone is the recipient of the Arkansas Arts Council Individual Fellowship Award - Community Engagement, Sipp Culture's Rural Creative Award, Artists 360 Grant, Interchange Grant, and Innovation Grant.

STATEMENT

My creative foundations are rooted in how storytelling are a powerful driving force for narrative justice. The core identities of my artwork are community engagement, intuitive action, questions, and purposeful exploration of (non-linear) time using materials from a diasporic perspective. As a biracial Khmer-American from the US South who has lived the majority of my life in some form of financial and accessibility poverty, I find disruptive value in researching issues that harm marginalized communities and providing experiences that are deceptively simple to receive, laced with meta-levels of meaning. I rely on research, including community narratives, folklore, and, most importantly, the mental health response to the issue as the foundation of my process. I then synthesize this information, and feedback loop, and/or reframe it from an anti-oppressive approach primarily from a Khmer understanding of spirituality, Buddhism, and rituals. Dreams and meditation are potent tools in my creative making that render my artworks as "never finished"; similarly, injustices seem to also be "never finished." Common materials used are recycled fabrics, as well as donated and found items, to reflect the diasporic practice of not having exactly what one needs, and using what is available. The artworks are precious only in their

ability to change and if the community wants to participate in them. My works *Where is Justice, Now Think About Numbers* (7 Generations, 14 Questions, 28 Stakes) with collaborator Kalyn Fay, *LURE*, *untitled* (July 2024; One Nation One Project), and *every grain of sand* (2025) represent a maturing and flexible artistic response to cross-community pain points. In other words, I use (divine) feminine acts as protest, particularly amid state-sanctioned (and slow) genocide for multiple marginalized communities in the South. My work has been described as one of the few exploring the intersection of creativity x justice through a Khmer futurism lens, pulling forward (forgotten) Khmer culture to create meaningful, temporary space where many can be included at any point in the process.

AWARDS & RECOGNITIONS

Individual Fellowship Award - Community Engagement Arkansas Arts Council	2023
Rural Creative Award Sipp Culture	2023
Artists 3 60 Grant Mid-America Arts Alliance	2019
Innovation Grant Mid-America Arts Alliance	2019
Interchange Grant Mid-America Arts Alliance	2019

COMMUNITY LEADERSHIP

Board Member-At-Large National Cambodian Heritage Museum & Killing Fields Memorial, Chicago, IL	2024 - Present
Vice President, Board NWA Girl Gang, Bentonville, AR	2020 - Present
Member Ally Queeronomy, InTRANSitive, Little Rock, AR	2023 - Present
Advisor Her Set Her Sound, Fayetteville, AR	2021 - 2023
Volunteer St. James Food Pantry, Squire Jehagan Outreach Center, Fayetteville, AR	2022 - Present

BUSINESS

Rachhana Creative Consulting

Cultural Dramaturg*, <i>Cambodian Rock Band</i> Executive Director Shannon Jones, TheatreSquared <i>*First Cultural Dramaturg at T2</i>	Dec - March 2024
Consultant (Event Assessment) CEO Alex Howland, Dovetail	Jan - March 2023
Cultural Researcher & Presenter Smithsonian 2023 Folklife Festival: The Ozarks Faces & Facets of a Region Curator Cristina Diaz-Carrera, Smithsonian Center for Folklife & Cultural Heritage	2022 - 2023
Social Justice Liaison (Theatre) CEO Lawanda Swan, Start by Talking	2021 - 2023
Consultant (Administration) Artistic Producer Lauren Turner Hines, No Dream Deferred	2022 - 2023
Consultant (Various) Executive Director Rachel Fox, NWA Girl Gang Executive Director Lakisha Harper Bradley, My-T-By Design Executive Director Araceli Lopez, Latin Arts Organization of Arkansas + Over 10 individual first-time consultations	2022

CREATIVE

Performance Art & Dance

<i>Where is Justice?</i> Northwest Arkansas	2022 - Present
- Phase I Artist's body and blindfold, 2-foot ladder, fabrics, canvas; 120-minute standing, meditative protest at various locations in Northwest Arkansas responding to local & national social issues (2022) - Phase II នៅពេលដែលកញ្ចក់ខូចអណ្តែត/When Broken Glass Floats Nov 2022 Inverse Performance Festival, the Momentary; Artist's body and blindfold, glass art, pipe & drapes, fabrics; Performance art installation inspired by Khmer folklore & proverb; invites the audience to meditate on the koan "Where is Justice?" - Phase III 120-minute ritual movement protests at site-specific public locations using donated fabrics and textiles to braid a rope of protection around sites.	

- Phase IV | durational meditation protest with community members on handsewn rag rug (18x20) at the Arkansas State Capital, Jan 2025.

Perejil

Jan - Feb 2023

Director [Jonathan Gonzalez](#), [the Momentary](#)

Artist's body, digital video, soundtrack, mycelium bricks

González's durational duet for two—one performer and a body of parsley-mycelial bricks—reflect on this massacre as performers construct and dismantle a brick wall into a river formation almost endlessly, coupled with speech acts that reflect on this historical wound which continues to impact the physical and psychological borders between Haiti, the Dominican Republic, and Euro-American acts of intervention.

Joyful Resistance Tour

Feb 2023

Northwest Arkansas, [InTRANSitive](#)

Bodies, 20-minute soundtracks, joyful resistance

Co-facilitated with poet [Brody Parrish Craig](#) and artist Maximiliano Cabalatto under nonprofit Intransitive's Flashdance Flashmobs project to bring attention to anti-trans legislation in Arkansas. 20-minute dance parties on public grounds in Fayetteville, Springdale, and Bentonville, AR.

Untitled: A Work in Progress

Summer 2021

Director [Justin Cabrillos](#), [the Momentary](#)

Artist's body + 3 Other Performers, silence

Through motion and stillness, the artist becomes the connective tissue between an outburst and a whisper, a frown of amazement and a smile of disgust. *Untitled* showcases a body possessed by the forms and shapes of emotions as it eagerly finds ways to get more tangled in the plasticity and density of unformed feeling.

Devised Theatre & Theatre Education

Water Stories

Aug 2023 - Aug 2024

[One Nation One Project](#) - Phillips County, AR

Creative Facilitator & Theatremaker

Teamwork Movement & Breathing Theatre Workshop

Summer 2023

Facilitator, Theatre of the Oppressed | University of Arkansas Spring International Language Center*

*SILC dissolved in Fall 2023; workshop was in relationship with US State Department program Iraqi Young Leaders Exchange Program.

Theatre Play Workshops

Summer 2022

Facilitator, Theatre of the Oppressed | [Fayetteville Public Library](#)

- US State Department - Fulbright Program
- Iraqi Young Leaders Exchange Program

- Secretariat of Public Education Program (Mexico)

Lotus Rising Theatre 2019

Director, Facilitator with various SE Asian Communities

- [Vietnamese Student Association South Leadership Summit](#) 2022
 - Workshop “Karma...is A Really Misunderstood Lady”

Bwebwenato 2017 - 2019

Director, Facilitator with [Marshallese Educational Initiative](#)

We Are Veterans 2017 - 2019

Director, Facilitator with [Veterans Healthcare System of the Ozarks](#)

Dia de Muertos 2017

Co-Facilitator, Performer with Workers Justice Center*

*WJC dissolved in 2019.

Where the Sidewalk Ends - A Devised Youth Theatre Play 2015

Director, [Starkville - Oktibbeha Public Library](#)

Summer Youth Theatre Workshops 2014, 2013

Teaching Artist, Starkville-Oktibbeha Public Library

Youth Theatre Workshops Various Years

Manager & Teaching Artist, Shooting Stars Program, [Starkville Community Theatre](#)

Visual Art (2D & Installations)

Cambodian Rock Prom March 2024

Curator & Artist, TheatreSquared Lobby

Large fabric & mixed media art installation depicting a Khmer celebration; handsewn. Also includes Kim Heang Cottrell's original vintage Khmer celebration clothing.

LURE Nov 2023

Artist, Arkansas Country Blues & Stringband Music Festival

8x8x8x8 outdoor art installation; pipe & drapes, thrifted fabrics, acrylic paint, lino cut stamps, and sunset lamps.

even in depression, i dream in blue. Fall 2023

Artist

5x3 acrylics, water, chalk, pencil, recycled canvas and frame

Now Think About Numbers (7 Generations, 14 Questions, 28 Stakes)

March - May 2023

Creative with lead collaborator [Kalyn Barnoski](#), [Ozark Home: Soft Power](#)

- Phase I | poem, wheat-pasted images of Cherokee basket & Khmer textiles onto wooden stakes
- Phase II | poem, vinyl sign of images, Where is Justice? The People's Rope, and fabric flowers
- Phase III | community space for performances featuring Kalyn Fay music and poetry read by Cottrell

Lukyay

Spring 2022

4' x 4' x 7' (various sizes) Wood, plastic, fabric, lights, incense

Outdoor art installation inspired by indigenous Khmer baisays to honor matriarchs

#quARTine

Spring - Summer 2020

1080 x 1080 pixels

Series of selfies recreating famous artworks; highlighted on CBS Evening News

Other Creative

Runway Model | NWA Fashion Week, [Interform](#)

Spring 2022

Designer [Rosie Rose](#) & Designer [Shelby Fleming](#)

Participant* | [Sex & Sovereignty](#)

2020 & 2023

Artist & Reproductive Justice Activist [Amanda Mollindo](#)

**Subject in portrait + provided oral narrative regarding cultural barriers in healthcare of Khmer-identifying women. Chapter in the book is titled, "Cultural Barriers in the American Healthcare System".*

Model | Underwater Series

Winter 2019

Artist [Melissa Milton](#)

Musician (Piccolo) & Vocalist | The Shrew

Winter 2017

Dir. [Laura Shatkus](#), [Arkansas Staged](#)

Co-host of RADIO SHOW, KUAF

2017

Dir. Erika Wilhite, The Artist's Laboratory Theatre*

**Dissolved in 2020*

Khemera

2016

Short story published in The Tischman Review*

- Nominated for PEN/Robert J. Dau Short Story 2017
- Nominated for Best of the Net 2017

**Dissolved*

Assistant Director | The Snow Queen 2011
Mississippi State University - Theatre for Youth

Assistant Director | The Monkey King 2010
Mississippi State University - Theatre for Youth

The Woman Who Knows Magic | The Snow Queen 2008
Dir. Vivienne Snapes, [Lexington Children's Theatre](#)

Flutist | HONK! 2008
Dir. Jeremy Kisling, Lexington Children's Theatre

EDUCATION & COMMUNITY-CENTERED LEARNING

Multidisciplinary Arts Education

Khmer Dance Workshop March 2024
Teaching Artist, Cambodian Rock Band, TheatreSquared

[Creating Connections](#) Fall 2022
Teaching Artist, Dirs. Kim Crowell & Sara Segerlin, [Crystal Bridges Museum of American Art](#)
Created curriculum and script centering Delita Martin's artwork for senior citizen activity centers

Theatre of the Oppressed Summer 2019
Teaching Artist, [Upward Bound Program, University of Arkansas](#)

Geometry & Set Design Spring 2018
Teaching Artist, [Arkansas Arts Academy](#)

DEI Workshop Spring 2018
Co-Teaching Artist, Kinship, [The Walmart Museum](#)

Arts & Culture Ecosystem

Cambodian Rock Band Public Discussion March 2024
Guest Speaker, TheatreSquared

Crafting Art History in the Ozarks Symposium January 2024
Panelist, Art & Gentrification of South Fayetteville
Facilitators: [Cory D. Perry](#), [Dr. Mary McNeil](#) (Tufts University), [Julia Silverman](#) (Ph.D. Candidate, Harvard University), University of Arkansas - School of Art

Strategic Philanthropy - Meet the Funders *October 2023*
 Panelist, Philanthrocapitalism - Arts & Culture
 Drs. [Rogelio Garcia Contreras](#) and [Daniel Levine](#), University of Arkansas - School of Business & Honors College

[Artist INC Express - Arkansas Statewide](#) *Jan 2023*
 Co-facilitator, [Mid-America Arts Alliance](#)

Artist INC Express - Creatives of Color *Fall 2022*
 Co-facilitator, Mid-America Arts Alliance

[Grants 101 - Get SmART! Learning Series](#) *Spring 2022*
 Facilitator, [Arkansas Arts Council](#)

[Artists 3 60 Grants Writing Workshop](#) *Spring 2021*
 Co-facilitator, Mid-America Arts Alliance

Judging & Reviews

National Arts Grant #1 *Spring 2024*
Cannot disclose at this time.

National Arts Grant #2 *Spring 2024*
Cannot disclose at this time.

Regional Arts Grant *Spring 2024*
Cannot disclose at this time.

Southern Forensics Championship Tournament *Jan 2023*
 Judge, Representing Mississippi State University | University of Arkansas

Theater Grants *Winter 2022*
 Reviewer, [National Endowment for the Arts](#)

[Mapfund Grants](#) *Summer 2022*
 Reviewer

[Creative Forces Community Engagement Grants](#) *Spring 2022*
 Reviewer, Mid-America Arts Alliance

[Live Arts Boston](#) *Summer 2021*
 Reviewer, [The Boston Foundation](#)

Bridge Fund Grant 1.0

Summer 2020

Co-grantmaker & Reviewer, Creative Arkansas Community Hub & Exchange

OTHER PROFESSIONAL EXPERIENCES**Administrative**

Arts Resource Desk Manager

2020 - 2021

Executive Director Allyson Esposito, [Creative Arkansas Community Hub & Exchange](#)

- MAJOR PROJECTS: project managed first [NWA Arts & Culture comprehensive survey](#), co-collaborator with [Nonprofit Finance Fund](#), Bridge Fund Grants 1.0 & 2.0, built first [NWA arts & culture directory](#), directed/managed/co-wrote CACHE Connect LIVE!, curated CACHE website, artist consultant for [OZCast](#), named The Medium, assisted over 20 nonprofits & over 200 individual artists.

Artist Liaison

2020

Executive Director, Allyson Esposito, Creative Arkansas Community Hub & Exchange

- Created first major spreadsheet of NWA arts & culture nonprofits
- Primary contact for NWA arts & culture nonprofits & individuals during Covid19

Curator & Internship Associate

2019

Executive Director Sharon Killian, [Art Ventures](#)

- Supervised two University of Arkansas Interns
- Created & organized catalog systems
- Supported AV-represented artists by building toolkits
- Co-selected artists for representation & co-curated three exhibitions, including the [Arkansas Committee National Museum of Women in the Arts](#)

Director of Outreach

2017 - 2019

Artistic Director Erika Wilhite, Artist's Laboratory Theatre

- Created outreach programming for communities primarily in South Fayetteville
- Assisted in grant writing and development
- Supported Artistic Director in devising original plays

Education Manager

2016 - 2017

Executive Director Paul Savas, [Trike Theatre](#)

- Managed Education & Outreach programs
- Supervised summer and year-long interns
- Supported Director of Marketing by creating all educational materials
- Wrote over 12 youth theatre summer scripts
- Lead Teaching Artist

Administrative Assistant 2010 - 2016

Dean Greg Dunaway, [College of Arts & Sciences, Mississippi State University](#)

- MAJOR PROJECT: researched & located an estimated \$2.1 million not accounted for by the University which led to the change in how Colleges report grant dollars for staff salaries.
- Reviewed grant narratives and budgets for 17 departments
- Reviewed thesis and dissertations for 17 departments' grad students
- Assisted departmental staff with tenure packets
- Daily administrative duties including payroll, PTO, scheduling, etc.

Education & Training

Community Scholar Fall 2022

Dir. Virginia Siegel, [Arkansas Folk & Traditional Life](#)

[Artist INC Fellow](#) 2019
[Mid-America Arts Alliance](#)

Social Practice Training Summer 2018

Drs. Michael Rohd & Rebecca Martinez, [Center for Performance & Creative Practice](#)

Latinx History & Trauma - Body Focus Summer 2017

Drs. Oh Mateo & Maria Villamil, Theatre of the Oppressed

Theatre of the Oppressed for Youth Summer 2016

Independent Teaching Artists, St. Louis

Creative Writing Fellowship Summer 2015

Dir. Alexander Weinstein, [Martha's Vineyard Institute of Creative Writing](#)

Creative Writing & English Literature 2012 - 2015

Advisors Drs. Shalyn Clagget (Research), Becky Hagenston (Creative Writing), & Michael Kardos (Creative Writing), [Mississippi State University](#)

Theatre Education Intern 2008 - 2009

Dir. Jeremy Kisling, Lexington Children's Theatre

B.A. Communication - Theatre 2008

Advisor Jo Durst, Mississippi State University

Directing Intern 2007 - 2008

Dir. Jo Durst, Mississippi State University

Directing & Choreography Intern
Dir. MJ Etua, Starkville Community Theatre

Summer '07, '06

Shelby Fleming

4154 N Cadillac Dr. Apt 3, Fayetteville, AR 72703
shelbylynnefleming@gmail.com / (618) 973-2301 / www.shelbylynnefleming.com

Education and Residencies

- 2017-2020** *Master of Fine Arts*, University of Arkansas School of Art, Fayetteville, AR
- 2012-2016** *Bachelor of Fine Arts, Art History Minor*, Southern Illinois University Edwardsville, Edwardsville, IL
- 2024** *Chateau Orquevaux Artist and Writers Residency*, Orquevaux, France (September 2024)
- 2021** *Interform Emerge 3 Designer Cohort*, Interform, Springdale, AR
- 2019** *Artist in Residency*, Chautauqua School of Visual Arts, Chautauqua NY
- 2018** *Artist in Residency*, Vermont Studio Art Center, Johnson, VT

Professional Experience

- 2023** *Independent Contractor: Digital Fabrication and Product Design*, Fayetteville, AR
- 2021-2023** *Fabrication and Robotics Lab Coordinator*, Fayetteville Public Library Center for Innovation, Fayetteville, AR
- 2020- 2021** *Exhibits Technician*, Scott Family Amazeum, Bentonville, AR
- 2017-2020** *Wood and Metal Shop Head Monitor*, University of Arkansas School of Art, Fayetteville, AR
- 2018-2020** *Contracted Preparatory Assistant*, The Momentary, Bentonville, AR
State of the Art 2
Contracted Preparatory Assistant, 21C Museum Hotels, Bentonville, AR
Labor and Material, The Future is Female, Refuge
- 2019** *Instructor*, University of Arkansas School of Art Sculpture Department, Fayetteville, AR
Construction Methods I
- 2017-2019** *Teacher's Assistant*, University of Arkansas School of Art Foundations and Sculpture, Fayetteville, AR
Image Making, Time and Motion, Form and Space, Creative Thinking, Modeling, Mold Making, and Casting, Digital Fabrication Seminar: Furniture Design
- 2016-2017** *Studio Assistant*, Edwardsville, IL

Solo Exhibitions

- 2023** *Bold and Brittle*, Arts on Main, Van Buren, AR
- 2022** *NWA Fashion Week: Gut Feeling*, The Momentary, Bentonville, AR
- 2021** *Somewhere Between Chaos and Serenity Solo Exhibition*, Mount Sequoyah Creative Spaces NWA, Fayetteville, AR
- 2020** *Gut Feeling*, University of Arkansas Sculpture Gallery, Fayetteville, AR
Escape, The Apollo on Emma, Springdale, AR
- 2019** *Shelby Fleming Solo Exhibition*, Arsagas at the Depot, Fayetteville, AR

Selected Group Exhibitions

- 2024** *Inclusive*, RAM Annual Invitational, Fort Smith Regional Art Museum, Fort Smith, AR

- Vitality of Spring***, Ammplify NWA, Mount Sequoyah, Fayetteville, AR
- Wowza Ball***, Mount Sequoyah, Fayetteville, AR
- 60 in 60***, Live in America, The Medium, Springdale, AR
- 2023** ***Opening Children's Safety Center of Washington County***, Springdale, AR
- Interform Assembly Fashion and Art Biennial***, Springdale, AR
- Vivid Connections, Herd/Heard, Cake***
- Looking Through+***, Mount Sequoyah Creative Spaces NWA, Fayetteville, AR
- 2022** ***Our Art, Our Region, Our Time***, Walton Art Center, Joy Pratt Markham Gallery, Fayetteville, AR
- Threads of Identity***, Art Ventures, Fayetteville, AR
- Women in Art***, The Artist Collective, Rogers, AR
- 2021** ***Our Art, Our Region, Our Time***, Walton Arts Center, Joy Pratt Markham Gallery, Fayetteville, AR
- Impressions From the Mountain***, Mount Sequoyah Creative Spaces NWA, Fayetteville, AR
- YES. And....***, Interfrom Assembly Fashion and Art Biennial, Springdale, AR
- 2020** ***The Shape of Our World***, Art Ventures: Jim and Joyce Faulkner Performing Arts Center, Fayetteville, AR
- Togethering***, Huston Center for Photography, Huston Texas, Online Exhibition
- Art Must Go On***, Scattered Gallery Project, London, United Kingdom, Online Exhibition
- Queers Just Want to Have Fun***, Queerly Collective, Online Exhibition
- 2019** ***Le Galeriste Wearable Art***, Montreal, Canada
- Form 2019***, CICA Museum, Gimpo-si, Gyeonggi-do, Korea
- 19.5% Women in Power and Policy***, Little Berlin Gallery, Philadelphia, PA
- VACI Student and Emerging Artists***, Fower-Kellogg Art Center, Chautauqua, NY
- Woman Before Us' Still Life***, The Theater at Gibney 280 Broadway, New York, NY
- Connect 4***, Kansas City Art Institute, Kansas City, MO
- 2018** ***Regular Style***, University of Montana Juried Exhibition, online
- Little Sculpture Show***, 28th International Sculpture Conference, Philadelphia, PA
- Permeant Flux and Everyday Fragility***, Saint Louis Artist Guild, Saint Louis, MO
- 2017** ***Digital Disconnect***, Apothecary Gallery, Chattanooga TN
- Varsity Art XX***, Art Saint Louis, Saint Louis, MO
- Constructed Visions II: National Juried Exhibition***, The Saint Louis Artists' Guild, Saint Louis, MO
- 2016** ***Manifestations***, Southern Illinois University Edwardsville Art and Design Gallery, Edwardsville, IL
- 16th Annual Sculpture on Campus Competition***, Southern Illinois University Edwardsville, Edwardsville, IL
- 64 Arts National Juried Exhibition***, Buchanan Center for the Arts, Monmouth, IL
- Serendipity***, Art Saint Louis, Saint Louis, MO
- 2015** ***Access-Able: Do Not Touch the Art***, Living Arts Studio, Maplewood, MO
- 15th Annual Sculpture on Campus Competition***, Southern Illinois University Edwardsville, Edwardsville, IL

- 2014** *BRAs on Broadway*, Jacoby Arts Center, Alton, IL
14th Annual Sculpture on Campus Competition, Southern Illinois University Edwardsville, Edwardsville, IL

Artist Lectures and Panels

- 2024** *Artist Talk*, Studio Leilani, Fayetteville, AR
Tools and Equipment for Prototyping, University of Arkansas McMillon Innovation Studios, Fayetteville, AR
- 2023** *How Digital Fabrication has Changed Art Marking*, Fayetteville Public Library, Fayetteville, AR
- 2022** *From Maker to Market*, Arkansas Library Association Conference, Fort Smith, AR
- 2019** *ARTSlam Presenter*, 29th International Sculpture Conference: The Multifaceted Maker, Portland, OR
Visiting Artist Lecture, Kansas City Art Institute, Kansas City, MO
Juror: Intimate Objects, Kansas City Art Institute BFA Sculpture Exhibition at the University of Arkansas Sculpture Gallery, Fayetteville, AR
- 2018** *ARTSlam Presenter*, 28th International Sculpture Conference: Defining Moments in the Face of Change, Philadelphia, PA
Visiting Artist Demonstration, The Niche at Crystal Bridges Museum of Contemporary Art, Bentonville, AR
- 2017** *Visiting Artist Lecture*, University of Tennessee at Chattanooga, Chattanooga, TN
ARTSlam Presenter, 27th International Sculpture Conference: Intersections + Identities, Kansas City Art Institute, Kansas City, MO

Awards, Honors, and Grants

- 2023** *Biennial Juried Artist Registry*, The Arkansas Committee of the National Museum of Women in the Arts
2023 Artist Award Winner, The Arkansas Committee of the National Museum of Women in the Arts
- 2021** *Bridge Fund Grant*, CACHE Studio, Bentonville, AR
- 2020** *University of Arkansas School of Art and Graduate School*, Fayetteville, AR
2020 MFA Thesis Grant, Summer Travel and Research Grant
2019 MFA Project Grant, Summer Research Grant, Summer Travel Grant, MFA Travel Grant
2018 Graduate Student Travel Grant, Summer Travel Scholarship, MFA Project Grant
2017 University of Arkansas Graduate Fellowship, Graduate Student Travel Grant
- 2019** *Juror's Selection Award*, Cross-Sections, University of Montana Juried Exhibition, online
VACI Partners Scholarship, Chautauqua School of Performing and Visual Arts, Chautauqua, NY
- 2018** *Merit Based Artist's Grant*, Vermont Studio Center, Johnson, VT
First Place, Constructed Visions II: National Juried Exhibition, The Saint Louis Artists' Guild, Saint Louis MO
- 2016** *Nathan Miller Award*, Sculpture on Campus, Southern Illinois University Edwardsville, Edwardsville, IL
Chris Galusha Award, Annual Juried Exhibition, Southern Illinois University Edwardsville, Edwardsville IL
- 2015** *Third Place*, Sculpture on Campus, Southern Illinois University Edwardsville, Edwardsville, IL
Sculptors at Wagner Award, Annual Juried Exhibition, Southern Illinois University Edwardsville, Edwardsville IL

Publications and Interviews

- 2024** *HUG's 100 Artists to Watch*, Danish Royal Library, Copenhagen.
A Year in Review: 2023 Artist Award Winner Shelby Fleming and Her Unexpected Challengers, Arkansas Committee of the National Museum of Women in the Arts, 18 February 2024.
Meet Shelby Fleming, Bold Journey, 6 February 2024.
- 2023** *The Anatomy of Funding*, NWA Democrat-Gazette, 4 May 2023.
Meet Shelby Fleming, Canvas Rebel, 27 April 2023.
- 2022** *The Idle Class, Visual Art Issue Fall 2022*, The Idle Class Magazine, Fall 2022.
Returning to the Runway, Citi Scape Magazine, March 2022.
NWA Fashion Week Events to promote LGBTQ visibility, The Arkansas Traveler, March 2022.
- 2021** *Interview With Artist Shelby Fleming*, The Arkansas Art Scene Blog, 27 September 2021.
- 2020** *Fleming, S. (2020). Gut Feeling. Theses and Dissertations* Retrieved from <https://scholarworks.uark.edu/etd/3772>
Shelby Fleming, artFIXYMX Radio, London, England
- 2019** *Form 2019: Exhibition Catalog*, CICA Museum, Gimpo, South Korea, September 20- October 6, 2019.

ខ្លែងឯក - *Singing Kites*

Shelby Fleming and Simone Cottrell

Bentonville Roundabout RFP

3/29/2024 | Artist Portfolio



Shelby Fleming, **Bodies**, 2016, Steel, Southern Illinois University Edwardsville

Body is the center of my artistic practice. Whether it is abstract or representational my work revolves around the body's fragility and resilience as it faces internal, external, or psychological factors. Many of the patterns and structures in my work draw from Scanned Electron Microscope images or 3D CAD models of the human body. Transforming microscopic images into artwork, I am highlighting the 37.2 trillion cells that work endlessly to make us who we are.

ខ្លែងឯក - *Singing Kites*

Shelby Fleming and Simone Cottrell

Bentonville Roundabout RFP

3/29/2024 | Artist Portfolio



Shelby Fleming, **Plugged In**, 2015, Steel, Wood, Oil Paint, Collinsville, Illinois

Plugged in focuses on the psychological body; honing in on how integrated and addicting technology has become in our everyday lives. This piece was made out of a reflection on the advancements technology has allotted us and the social development repercussions.

ខ្លែងឯក - *Singing Kites*

Shelby Fleming and Simone Cottrell

Bentonville Roundabout RFP

3/29/2024 | Artist Portfolio



Simone Cottrell, **LURE**, 2023, upcycled fabrics, lamps, Pipe & Drape, & Linocut stamps

LURE was a commissioned work for the first-ever Arkansas Country Blues & Stringband Festival in Fayetteville, Arkansas (November 2023). Organizers Rachel Reynolds and Orson Weems requested an arts experience that would speak to the racial history of Country Blues music. Cottrell re-created Ozarks and Mississippi Delta landscapes through lino-cut stamps inspired by Angkor Wat bas reliefs. As a biracial Khmer creative who has lived in both geographic areas, it was important for Cottrell to represent Asian communities living and creating in the South. Using the Fayetteville skyline as the fourth representation, individuals could watch LURE conversing with sunsets by standing inside or outside the installation. LURE's durational light performance provided different experiences for three days and every 20 - 30 minutes. LURE's interior provided enough room for two people to be in intimate space with each other.

RESOLUTION NO. _____

**A RESOLUTION ENDORSING THE PURCHASE AND PERMANENT
INSTALLATION OF ARTWORK TITLED “SINGING KITES” BY
ARTISTS SHELBY FLEMING AND SIMONE COTTRELL ON PUBLIC
PROPERTY IN THE WATER TOWER ROAD AND SE 8TH STREET
ROUNDAABOUT AND FUNDED BY THE PUBLIC ART ADVISORY
COMMITTEE; AND FOR OTHER PURPOSES.**

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

WHEREAS, the proposal for the Artwork was submitted in response to a Request for Proposals; and

WHEREAS, the Public Art Advisory Committee recommends approval of the Artwork and is funding the purchase and installation.

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the installation of artwork titled "Singing Kites" by artists Shelby Fleming and Simone Cottrell on public property in the Water Tower Road and SE 8th Street Roundabout;

Section 2: That the Public Art Advisory Committee is funding the purchase and installation of the artwork from their 2024 budget in the amount of fifty-four thousand one dollar and thirty-six cents (\$54,001.36);

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 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 _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Taylor Allen
Phone:	479-271-3122	For Department(s):	Planning
Email:	tallen@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 approving a Budget Adjustment - FY23 Community Development Block Grant Program
Action Recommendation & Justification:	Approval of a budget adjustment in the amount of \$320,831.00 recognizing FY23 CDBG entitlement funds to implement the projects identified in the FY23 CDBG Annual Action Plan as approved by City Council on November 7, 2023. A budget adjustment is needed to appropriate funds.
Additional Comments for Consideration (Optional):	Following this agenda item are four Resolutions for sub-recipient agreements associated with this budget adjustment. The full budget adjustment is listed on a separate document.
Amount for Approval:	\$ 320,831.00

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):

This budget adjustments allocates the project funds for the FY23 CDBG Annual Action Plan as approved by City Council on Nov. 7, 2023

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



Budget Adjustment - Community Development Block Grant

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101620-33110	Federal Direct Grant		320,831.00
101620-43710	Contracts	288,831.00	
101620-45810	Travel and Training	4,000.00	
101620-45820	Dues and Subscriptions	2,000.00	
101620-45410	Public Notifications	2,000.00	
101620-43410	Professional Services / Other	15,000.00	
101620-43510	Promotional Activities	3,000.00	
101620-42110	Office Supplies	2,000.00	
101620-42210	Postage	1,000.00	
101620-42510	Minor Equipment	2,000.00	
101620-42030	Fuel Supplies	1,000.00	

Total	320,831.00	320,831.00
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MEMO



To: Mayor Stephanie Orman and Bentonville City Council
From: Planning Staff
CC date: June 11, 2024
RE: **Budget Adjustment and Subrecipient Agreements for the CDBG Program**

Request.

A budget adjustment by City Council providing the full funding of the Community Development Block Grant program in the amount of \$320,831.00, and the approval of the subrecipient agreements.

History.

In 2022, the City of Bentonville decided to re-enter the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. The City was a CDBG entitlement city between 2004 and 2015.

Upon application to HUD, Bentonville was approved for a grant in the amount of \$320,831.00 contingent on the submission and approval of the City's Consolidated Plan (CP) for the 2023-27 grant period. During the approval process, the City's first plan submission was denied due to the classification of a manhole replacement project as 'maintenance' rather than 'rehabilitation'. The City approved a revised CP and submitted to HUD in early November 2023. HUD approved Bentonville's CP on January 25, 2024 with the formal grant agreement signed on February 8, 2024.

Program Status.

The City is currently initiating Program Year 2023 and all projects have through PY 2027 to be completed. Individual project allocations are described in greater detail below.

The financial management of the CDBG program is also relevant to program design. The City's Finance team was involved in this decision, attending financial management training with HUD and CDBG staff starting in December of 2023. It was decided that, for ease of financial recordkeeping that the City would work on a reimbursement basis with HUD. This means that the city will issue funds for the projects first, then draw down funds from our line of credit with HUD and reimburse the city expenses. HUD has indicated that it will take approximately three business days for the City to be reimbursed.

To set up the city's account, staff is requesting approval of a budget adjustment in full amount of the PY23 CDBG grant, \$320,831.00.

PY23 Project Allocations.

Home Ownership Assistance - \$231,331.00

Funds will be used for city staff to establish a Home Ownership Assistance Program that will provide income-eligible first-time homebuyers with down-payment and closing cost assistance to purchase residential property in the City of Bentonville. Assistance comes in the form of a grant of up to 50% of the lender-required down payment. The applicant and the home must meet all of the qualification criteria (application attached). Applicants may use any licensed real estate professional of choice to find a home. Grant assistance for the buyers' out-of-pocket expenses of closing cost/down payment will be paid directly to the title company. At closing, a lien must be signed stating the buyer will reside in the home and not change title for five years. At the end of the five years, the lien is released, and no funds are owed.

CDBG staff and the IT department are working together to create an online application system that will be secure as personally identifiable information will be submitted as part of the application process. Currently, IT has indicated that existing City software should be able to accommodate this need. More information on the available systems will be provided over the following weeks. Currently all CDBG information is stored on access-restricted folders in the Planning drive.

Housing Rehabilitation - \$25,000.00

Funding will be provided to Habitat for Humanity of Benton County to assist low-to moderate-income households in need of repair or accessibility modifications. The work focuses on critical repairs (permanent, essential rehabilitation to ensure the home is decent, safe, and sanitary) for safe entry (wheelchair ramps) and improved bathroom accessibility (replacing bathtubs with showers) and other ADA safety standards. *The agreement with Habitat for Humanity is provided for City Council approval.*

Public Services - \$22,500.00

The City will use its public services funds to support three local organizations to assist with childcare tuition assistance and outreach and assessment services for our homeless population.

- Funding for the Helen R. Walton Children's Enrichment Center will cover the costs of the STP One program which will allow for free, high-quality, early childhood education, access to therapy, case management, and support services to mobilize the family to move out of poverty, creating a foundation for multi-generational change. *The agreement with Helen R. Walton Children's Enrichment Center is provided for City Council approval.*

- Funding for the Northwest Arkansas Continuum of Care will assist with outreach and focus on the individuals/families who are experiencing homelessness within the city limits of Bentonville. Outreach staff will connect with individuals through word of mouth, identification through area partners including Salvation Army & the Bentonville Police Department. Staff will connect in person or via the phone (if a number was given), fill out an intake form to determine income and homelessness status. *The agreement with the Northwest Arkansas Continuum of Care is provided for City Council approval.*
- Funding for the Boys and Girls Club After School and Summer Scholarship Program will be allocated by reimbursing the Boys and Girls Club for the scholarship funds for low-income children and their families. This allows their parent(s) to work and not have to worry about where their children are or how they are going to pay for childcare. *The agreement with the Boys and Girls Club is provided for City Council approval.*

Administration - \$32,000.00

The administration funding will be managed by city staff and used to pay for marketing and promotional materials about each program/project being funded, display ads for future Action Plans, CAPER, and Consolidated Plans. Any retained professional services eligible under HUD would be spent from the Administration fund. It will also cover any membership fees associated with the CDBG Program, general program-associated costs such as materials, travel for conferences and training seminars.

Project	Project Type	Project Eligibility	Project Description	Annual Funding	National Objective
Habitat for Humanity	Single Family Housing Rehabilitation	24 CFR 570.202(b)(2)	Housing rehab focused on ADA accessibility	\$25,000	LMI Housing
Continuum of Care	Public Service – Supportive Services	24 CFR 570.201(e)	Homeless population outreach and services	\$12,500	LMI Limited Clientele
Boys and Girls Club	Public Service	24 CFR 570.201(e)	Funding for BGC scholarships	\$10,000	LMI Limited Clientele
HR Walton Center	Public Service	24 CFR 570.201(e)	Tuition funding for STP ONE	\$10,000	LMI Limited Clientele
Homebuyer Assistance	Downpayment Assistance	24 CFR 570.201(n)	Direct assistance to homebuyers	\$231,331	LMI Housing
Administration	Administration	24 CFR 570.200(a)(3)(i)	Costs associated with overseeing grant	\$32,000	Admin

Total: \$320,831.00

Next Steps

In addition to PY 2023, the City is now starting to prepare the Annual Action Plan for PY 2024 (due on August 16). Program Year 2024 begins on July 1 of 2024. Funds will be spent on a

first-in, first-out basis for all projects, meaning that funding from PY 2023 must be expended before funds from PY 2024 can be spent.

Recommendation.

Staff recommends approval of the budget adjustment in the amount of \$320,831.00 for the operation of the CDBG program and to approval of the subrecipient agreements with the following agencies: Habitat for Humanity, Northwest Arkansas Continuum of Care, Benton County Boys and Girls Club and Helen R. Walton Children's Enrichment Center.

RESOLUTION NO. _____

A RESOLUTION ADJUSTING THE 2024 BUDGET TO RECOGNIZE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF THREE HUNDRED TWENTY THOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS (\$320,831.00) INTO ACCOUNT #101620-33110 – FEDERAL DIRECT GRANT; APPROPRIATING SAID FUNDS INTO VARIOUS EXPENSE ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville City Council decided to re-enter the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program in 2022;

WHEREAS, upon application, Bentonville was approved for a grant in the amount of three hundred twenty thousand eight hundred thirty-one dollars (\$320,831.00) with the city's Consolidated Plan being finalized on February 8, 2024; and

WHEREAS, the full grant amount needs to be recognized and appropriated into the appropriate expense accounts for disbursement.

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

Section 1: The 2024 Budget is hereby adjusted to recognize CDBG funds in the amount of three hundred twenty thousand eight hundred thirty-one dollars (\$320,831.00) into Account #101620-3310 – Federal Direct Grant;

Section 2: The 2024 Budget is further adjusted to appropriate the same into various expense accounts listed in 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 Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk

EXHIBIT "A"



Budget Adjustment - Community Development Block Grant

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101620-33110	Federal Direct Grant		320,831.00
101620-43710	Contracts	288,831.00	
101620-45810	Travel and Training	4,000.00	
101620-45820	Dues and Subscriptions	2,000.00	
101620-45410	Public Notifications	2,000.00	
101620-43410	Professional Services / Other	15,000.00	
101620-43510	Promotional Activities	3,000.00	
101620-42110	Office Supplies	2,000.00	
101620-42210	Postage	1,000.00	
101620-42510	Minor Equipment	2,000.00	
101620-42030	Fuel Supplies	1,000.00	

Total

320,831.00

320,831.00



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Taylor Allen
Phone:	479-271-3122	For Department(s):	Planning
Email:	tallen@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 an Agreement with the Boys and Girls Club of Benton County - CDBG Program
Action Recommendation & Justification:	Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with the Boys and Girls Club of Benton County for the use of FY23 CDBG funds in the amount of \$10,000.00. The needed budget adjustment is included in the previous Resolution.
Additional Comments for Consideration (Optional):	This agreement is for childcare tuition assistance for low-to-moderate income families in Bentonville. City Council approved this project as part of the FY23 CDBG Annual Action Plan on November 7, 2023. This item is dependent upon approval of the FY23 CDBG Budget Adjustment request, also on this agenda. This item will be funded with Bentonville's FY23 CDBG allocation.
Amount for Approval:	\$ 10,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: Budget Adjustment requested

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):

Cost of program is included in the CDBG budget adjustment request on this agenda.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BENTONVILLE AND Boys and Girls Club of Benton County FOR BENTONVILLE CDBG PROGRAM YEAR 2023

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the _____ (herein called the “Grantee”) and the Boys and Girls Club of Benton County (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2023 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 The Subrecipient will use grant funds to support their scholarship program (both need based and programmatic). These scholarships will be awarded to children and teens from low income families and to children and teens in foster care in Bentonville, and will provide funding for these persons to participate in after-school and summer programming offered by the Subrecipient. All action needed from the Subrecipient is in relation to the administration of the scholarship. Demographic information about the persons served by the grant funding will be collected by the Subrecipient to ensure compliance with CDBG regulations. Measurement of success will be determined by the number of scholarship recipients and will be reported monthly by the Subrecipient to the Grantee. The schedule for these activities will begin upon completion of an environmental review and will extend for the period of performance. This is a public service activity and will take place at the Subrecipient’s location of 2801 Walker Street, Bentonville AR 72712. All funds awarded will be used to reimburse the cost of scholarships to children and teens of low income families and to children and teens in foster care in Bentonville. No program income will be generated by this project.

General Administration

All administrative tasks will be in relation to the scholarship program, including distributing funds, recordkeeping of adherence to CDBG requirements, communicating with the Grantee through reporting periods, and monitoring responsibilities. No amount of the CDBG funds will be used for administrative compensation. All funding will be used for the scholarship program tuition reimbursement.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low and Moderate Income Limited Clientele.

This National Objective will be met by the income eligibility requirements for the needs-based scholarship program, which ensures that funding will only be distributed to families who are at or below 200% of the federal poverty level or have demonstrated emergency circumstances which place them as being principally low income such as foster youth. All programmatic scholarships awarded will require information on family size and income so that it is evident that these scholarships go to persons whose family does not exceed the low and moderate income limits.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Scholarship Funds	N/A	92 persons served

Units of service is defined by the number of persons the Subrecipient provides funding for through the scholarship program. Each person served will be a 'unit'. The per-month unit goal may fluctuate due to the seasonal nature of the program (such as providing after-school care only being possible during the school year) but the Subrecipient agrees to the Total Units per year as a program requirement, unless a request for amendment of this agreement is made. The time period to meet the Total Units program requirement spans from the distribution of funds by the Grantee through the performance period.

Performance will be measured by the number of scholarship recipients.

D. Staffing

Matt Taliaferro, CEO of the Boys & Girls Club of Benton County, is responsible for overseeing the distribution of scholarship funds, completing all reporting requirements to the Grantee, and communicating with the Grantee on the status of the project.

No CDBG funds will be used for staffing compensation.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ____ day of _____, 20__ and end on the first day of _____. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Salaries	\$ _____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Mileage	_____
Audit	_____
Other (Specify)	\$10,000.00
Indirect Costs (Specify)	_____
TOTAL	\$10,000.00

For this agreement, the Subrecipient will receive a total of \$10,000.00. The total amount of this funding will be put toward scholarships for child participants of the Subrecipient's programming. This \$10,000.00 has been categorized as 'other' for the purpose of this line-item budget. No funds may be spent except on the delivery of scholarships.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$10,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Payment will be made on a reimbursement basis, where the Subrecipient agrees to invoice the Grantee for the cost of scholarships provided to eligible program participants. The Subrecipient will invoice the Grantee on a monthly basis, unless a request is made in writing for an extension and approved by the Grantee. Invoices will be sent to the CDBG Coordinator.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
_____, Manager	_____, Exec. Director
Grantee _____	Subrecipient _____
[Address] _____	[Address] _____
[City, State, ZIP] _____	[City, State, ZIP] _____
[Telephone] _____	[Telephone] _____
[Fax Number] _____	[Fax Number] _____

VI. SPECIAL CONDITIONS

No special conditions need to be met in addition to the requirements laid out in this agreement.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing

the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

4. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the A.C.A 25-19-101, et. Seq. Unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements

are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

In accordance with the City of Bentonville financial policies, no indirect costs may be charged.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the Arkansas Civil Rights Act of 1993 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which

prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to

be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an
-

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Subrecipient agrees to abide by all applicable environmental regulations at 24 CFR 50.4, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee assumes all

responsibility for ensuring that the environmental review process has been completed before funds are allocated.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee]

[Subrecipient]

By _____
Chief Elected Official or Executive Officer

By _____
Title _____

Attest _____
ASSISTANT [CITY/COUNTY] CLERK

Countersigned: _____
FINANCE OFFICER

By _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

ASSISTANT [CITY/COUNTY] ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE BOYS AND GIRLS CLUB OF BENTON COUNTY FOR USE OF FY23 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is an entitlement community with the Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program;

WHEREAS, the FY23 CDBG Annual Action Plan that allocated the FY23 CDBG funding in the amount of \$320, 831.00 was approved by City Council on November 7, 2023, and the Department of Housing and Urban Development (HUD) on January 25, 2024;

WHEREAS, the FY23 CDBG Annual Action Plan includes a public service goal of providing tuition assistance for childcare; and

WHEREAS, the Boys and Girls Club of Benton County applied to become a subrecipient of Bentonville's FY23 CDBG funds, in order to implement this goal by providing childcare tuition assistance to low-to-moderate income Bentonville residents.

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

Section 1: That the Mayor and City Clerk are authorized to enter into a sub-recipient agreement with the Boys and Girls Club of Benton County, in an amount not to exceed ten thousand dollars (\$10,000.00), to provide childcare tuition assistance to low-to-moderate income families in Bentonville;

Section 2: The City of Bentonville will fund the project with reimbursement from FY23 Community Development Block Grant (CDBG) funds;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Taylor Allen
Phone:	479-271-3122	For Department(s):	Planning
Email:	tallen@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 Agreement with NWA Continuum of Care - CDBG program
Action Recommendation & Justification:	Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with NWA Continuum of Care for the use of FY23 CDBG funds in the amount of \$12,500.00. The needed budget adjustment is included in the previous Resolution.
Additional Comments for Consideration (Optional):	This agreement provides homelessness services and outreach in Bentonville. City Council approved this project as part of the FY23 CDBG Annual Action Plan on November 7, 2023. This item is dependent upon approval of the FY23 CDBG Budget Adjustment request, also on this agenda. This item will be funded with Bentonville's FY23 CDBG allocation.
Amount for Approval:	\$ 12,500.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: Budget Adjustment Requested

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):

Cost of program is included in the CDBG budget adjustment request on this agenda.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BENTONVILLE AND NORTHWEST ARKANSAS CONTINUUM OF CARE FOR BENTONVILLE CDBG PROGRAM YEAR 2023

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the _____ (herein called the “Grantee”) and North West Arkansas Continuum of Care (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2023 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 The Subrecipient will perform community outreach focusing on homeless persons within the city limits of Bentonville. Outreach staff will connect with the persons served through word of mouth, and partnership with local organizations such as the Bentonville Police Department and Salvation Army. Outreach will be done in person or over the phone. Once contact with an individual is made, staff will determine immediate needs and assist with shelter and material supplies. Each person the staff make contact with will be provided with an intake that includes an assessment, allowing them to be added to the homeless by-name list. This assessment provides a score which can be translated to the amount of vulnerability that a person has. The area of service is all of Bentonville, as this project involves serving the needs of unhoused persons. The Subrecipient is responsible for oversight of the contract organization and reporting all data and compliance documentation to the Grantee. Measurements of success will come from the number of homeless persons served and will be reported monthly by the Subrecipient to the Grantee. The schedule for this project begins upon completion of a successful environmental review and allocation of contracted funds, extending for the period of performance. All funds awarded will be associated with the cost of homeless outreach efforts and no program income will be generated.

General Administration

All administrative tasks in relation to the homelessness outreach project, including distributing funds, recordkeeping of adherence to CDBG requirements, and communicating with the Grantee through reporting periods and monitoring responsibilities. No amount of the CDBG funds will be used for administrative compensation or salary. All funding will be used for the homelessness outreach program funds to directly benefit the persons served.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low and Moderate Income Limited Clientele.

This National Objective will be met through the presumed clientele requirement, as homeless persons are presumed to be low income. No part of this project will benefit non-homeless individuals.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Homeless Outreach	7 Persons Served	At least 45 Persons Served

Units of service refers to the number of people the Subrecipient makes contact with and serves through connection with resources or information, and who is added to the homeless by-name list. Each person is a 'unit'. The Subrecipient agrees to the Total Units per year as a program requirement unless a request for an amendment of this agreement is submitted in light of program performance. The time period to meet the Total Units program requirement spans from the distribution of funds by the Grantee through the performance period ending in December of 2024.

Performance will be evaluated by the number of homeless persons served.

D. Staffing

Executive Director, NWA Continuum of Care. Subrecipient and the person who provides all documentation and reimbursement requests to the Grantee. Responsible for overseeing the daily operations of the project and assessing the performance of the contractors.

Contract Outreach Team. Contract organization responsible for all outreach efforts. This organization will submit hours and invoice monthly for payment and submit all forms for intake and homelessness and income verification for persons served.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ____ day of _____, 2024 and end on the first day of December of 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Salaries	\$ _____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Mileage	_____
Audit	_____
Other (Specify)	\$12,500.00
Indirect Costs (Specify)	_____
TOTAL	\$12,500.00

For this agreement, the Subrecipient will receive a total of \$12,500.00. The total amount of this funding will be put toward the cost of homelessness outreach through the contract organization. The cost of contracting has been categorized as 'other' for the purpose of this budget.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$12,500.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Payment will be made on a reimbursement basis by the Grantee to the Subrecipient. The Subrecipient will invoice the Grantee monthly for the cost of services specified in the Levels of Accomplishment. Invoices will be made on a monthly basis, unless the Subrecipient requests an extension in writing and it is approved by the Grantee. Invoices will be sent to the CDBG Coordinator.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

_____, Manager

Grantee _____

[Address] _____

[City, State, ZIP] _____

[Telephone] _____

[Fax Number] _____

Subrecipient

_____, Exec. Director

Subrecipient _____

[Address] _____

[City, State, ZIP] _____

[Telephone] _____

[Fax Number] _____

VI. SPECIAL CONDITIONS

No special conditions need to be met in addition to the requirements laid out in this agreement.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies

governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

4. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the A.C.A 25-19-101, et. Seq. Unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements

are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

In accordance with the City of Bentonville financial policies, no indirect costs may be charged.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the Grantee deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the Arkansas Civil Rights Act of 1993 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the

deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or

require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the

neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Subrecipient agrees to abide by all applicable environmental regulations at 24 CFR 50.4, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities

described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee assumes all responsibility for ensuring that the environmental review process has been completed before funds are allocated.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee]

[Subrecipient]

By _____
Chief Elected Official or Executive Officer

By _____
Title _____

Attest _____
ASSISTANT [CITY/COUNTY] CLERK

Countersigned: _____
FINANCE OFFICER

By _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

ASSISTANT [CITY/COUNTY] ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE NORTHWEST ARKANSAS CONTINUUM OF CARE, FOR USE OF FY23 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, IN THE AMOUNT OF TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is an entitlement community with the Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program;

WHEREAS, the FY 23 CDBG Annual Action Plan that allocated the FY23 CDBG funding in the amount of \$320,831.00 was approved by City Council on November 7, 2023, and the Department of Housing and Urban Development (HUD) on January 25, 2024;

WHEREAS, the FY23 CDBG Annual Action Plan includes a public service goal of assisting the homeless population; and

WHEREAS, the NWA Continuum of Care applied to become a subrecipient of Bentonville's FY23 CDBG funds, in order to implement this goal, by providing homelessness services and outreach in Bentonville.

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

Section 1: That the Mayor and City Clerk are authorized to enter into a sub-recipient agreement with the Northwest Arkansas Continuum of Care, in an amount not to exceed twelve thousand five hundred dollars (\$12,500.00), to provide homelessness services and outreach in Bentonville;

Section 2: The City of Bentonville will fund the project with reimbursement from FY23 Community Development Block Grant (CDBG) funds;

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

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

PASSED and APPROVED this ____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Taylor Allen
Phone:	479-271-3122	For Department(s):	Planning
Email:	tallen@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 Agreement with Habitat for Humanity of Benton County - CDBG Program
Action Recommendation & Justification:	Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with Habitat for Humanity of Benton County for the use of FY23 CDBG funds in the amount of \$25,000.00. The needed budget adjustment is included in the previous Resolution.
Additional Comments for Consideration (Optional):	This agreement provides home rehabilitation for low-to-moderate income families in Bentonville. City Council approved this project as part of the FY23 CDBG Annual Action Plan on November 7, 2023. This item is dependent upon approval of the FY23 CDBG Budget Adjustment request, also on this agenda. This item will be funded with Bentonville's FY23 CDBG allocation.
Amount for Approval:	\$ 25,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: Budget Adjustment Requested

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):

Cost of program is included in the CDBG budget adjustment request on this agenda.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BENTONVILLE AND Habitat for Humanity of Benton County FOR BENTONVILLE CDBG PROGRAM YEAR 2023

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Bentonville (herein called the “Grantee”) and Habitat for Humanity of Benton County (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2023 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 The Subrecipient will conduct housing rehabilitation efforts for eligible applicants in Bentonville city limits. Rehabilitation will be for increased safety and disability accessibility to the home and will include critical repairs (permanent and essential) for safe entry and bathroom navigation, such as exchanging bathtubs for showers. These repair services will be provided to low income Bentonville residents, particularly those who are physically disabled. This activity will be carried out by the Subrecipient and its volunteers and subcontractors, if necessary. No rehabilitation will include major construction activity or external renovations that change the footprint of a house. Minor external modifications such as the addition of wheelchair access ramps will be permitted.

General Administration

Administratively, the Subrecipient will post, evaluate, and then accept applications from low income Bentonville residents, evaluating them for eligibility with CDBG standards and for home repair necessity. The Subrecipient will organize repair team efforts with their volunteers and community partners. The Subrecipient will evaluate needed materials and what materials are available through donations and which will have to be procured through CDBG funding.

Documentation of applications, service determination and activity schedules, and material needs will be maintained by the Subrecipient and reported to the Grantee regularly on at least a monthly basis. The Subrecipient is responsible for administering the rehabilitation project and ensuring daily operations are in compliance with CDBG regulations and communicating with the Grantee on the status of the activities. Per the application, no CDBG funding will be applied toward administration costs or salary.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low and Moderate Income Persons and Households National Objective, specifically through Low and Moderate Housing Activities. This National Objective will be met by ensuring that all recipients of the rehabilitation project qualify as low- moderate- income as per the income guidelines published by HUD for Bentonville (part of the Fayetteville-Springdale-Rogers MSA). Rehabilitation to single family dwelling units is one of the eligible activities under the Low and Moderate Income National Objective for Housing Activities and the Subrecipient and Grantee will ensure that all rehabilitation projects are conducted on eligible dwelling units and for low-moderate- income persons and households.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Housing Applications	Two houses evaluated per month	Twelve houses per year
Housing Rehabilitation	One project every two months	At least six houses per year

A Unit of Service for this project is a rehabilitation of a house. While rehabilitation timelines may fluctuate based on individual scope of activities, the goal for Units of Service should be one Unit served every other month to accomplish multiple repairs within the scope of service. Any changes to the levels of accomplishment must be communicated to the Grantee as they occur to ensure that activity documentation is properly maintained.

D. Staffing

Assistant Construction Manager. The Asst. Construction Manager will assess repair need, meet with homeowners, work with the Subrecipient Volunteer Coordinator, obtain permits from the City (if necessary) for rehabilitation activity, schedule the work, schedule contractors as necessary, and inspect and document final outcomes of the rehabilitation activity.

Volunteer Coordinator. The Volunteer Coordinator will meet with the Asst. Construction Manager, contact company teams and other volunteers from the Subrecipient database to schedule repair activities, deliver supplies and donated materials, and record all volunteer hours.

Executive Director. The Executive Director is responsible for oversight of all project activities, administrative , and recordkeeping, confirming eligibility of applicants in accordance with CDBG regulations, and serving as the primary point of contact on the project for the Grantee. The

Executive Director will ensure compliance with all federal and local statutes and regulations within the project and project personnel.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ____ day of _____, 20__ and end on the first day of December of 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Salaries	\$ _____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	\$20,000.00
Mileage	_____
Audit	_____
Other (Specify)	\$5,000.00
Indirect Costs (Specify)	_____
TOTAL	\$25,000.00 _____

Costs set as 'other' in the above budget will include all testing costs related to the Environmental Review, and any mitigation costs that are required as a result of that review.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$25,000.00. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Payment will be made on a reimbursement basis, where the Subrecipient agrees to invoice the Grantee for the cost of rehabilitation supplies and activities provided to eligible program participants. The Subrecipient will invoice the Grantee on a minimum monthly basis, unless a request is made in writing for an extension and approved by the Grantee. Invoices will be sent to the CDBG Coordinator.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

_____, Manager

Grantee _____

[Address] _____

[City, State, ZIP] _____

[Telephone] _____

[Fax Number] _____

Subrecipient

_____, Exec. Director

Subrecipient _____

[Address] _____

[City, State, ZIP] _____

[Telephone] _____

[Fax Number] _____

VI. SPECIAL CONDITIONS

The Subrecipient agrees that no funding will be allocated until an Environmental Review has been completed by the Grantee in compliance with 24 CFR Part 58. For projects utilizing a tiered review format, no funding will be allocated for an individual project until a site-specific review has been completed including any periods of public notice.

The Subrecipient agrees that all applicants must submit a completed application including required documentation to the Grantee. Applicants must meet eligibility criteria including but not limited to household income limits, homeownership requirements, and a minimum residency in the property of at least one year.

The Subrecipient agrees that all rehabilitation activities will require a minimum five-year lien between the homeowner and the City of Bentonville for the costs associated with rehabilitation of the home. If the homeowner sells or vacates the property within the time specified by the lien, the funds obligated by the lien agreement will be returned to the City of Bentonville.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

4. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the A.C.A 25-19-101, et. Seq. Unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

In accordance with the City of Bentonville financial policies, no indirect costs may be charged.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. Reports will be submitted at minimum on a monthly basis.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the Grantee deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the Arkansas Civil Rights Act of 1993 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and

employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Debarred or Ineligible Contractors

The Subrecipient will abide by prohibitions at 2 CFR part 2424 on the use of debarred, suspended, or ineligible contractors and participants. This part applies to

any contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by HUD under a covered nonprocurement transaction and the amount of the contract is expected to equal or exceed \$25,000.00. This extends the coverage of the HUD nonprocurement suspension and debarment requirements to all lower tiers of subcontracts under covered nonprocurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c).

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will
-

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. The Subrecipient will monitor any contractors or subcontractors to ensure that they will not conduct inherently religious activities.

XI. CONDITIONS

The Subrecipient agrees to abide by all applicable environmental regulations at 24 CFR 50.4, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee assumes all responsibility for ensuring that the environmental review process has been completed before funds are allocated.

- A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Radon

The Subrecipient agrees that any construction or rehabilitation of residential structures subject to 24 CFR Parts 50 and 58 with assistance provided under this Agreement shall be subject to HUD contamination regulations on the presence of radon.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee]

[Subrecipient]

By _____ By _____
Chief Elected Official or Executive Officer

Title _____

Attest _____
ASSISTANT [CITY/COUNTY] CLERK

Countersigned: _____ By _____
FINANCE OFFICER

Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

ASSISTANT [CITY/COUNTY] ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH HABITAT FOR HUMANITY OF BENTON COUNTY, FOR USE OF FY23 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is an entitlement community with the Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program;

WHEREAS, the FY 23 CDBG Annual Action Plan that allocated the FY23 CDBG funding in the amount of three hundred twenty thousand eight hundred thirty-one dollars (\$320,831.00) was approved by City Council on November 7, 2023, and the Department of Housing and Urban Development (HUD) on January 25, 2024;

WHEREAS, the FY23 CDBG Annual Action Plan includes a goal of assisting with providing safe, sanitary and affordable housing; and

WHEREAS, Habitat for Humanity of Benton County applied to become a subrecipient of Bentonville's FY23 CDBG funds, in order to implement this goal, by providing home rehabilitation for low-to-moderate income families in Bentonville.

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

Section 1: That the Mayor and City Clerk are authorized to enter into an agreement with Habitat for Humanity of Benton County, in an amount not to exceed twenty-five thousand dollars (\$25,000.00), to provide home rehabilitation for low-to-moderate income families in Bentonville;

Section 2: The City of Bentonville will fund the project with reimbursement from FY23 Community Development Block Grant (CDBG) funds;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Taylor Allen
Phone:	479-271-3122	For Department(s):	Planning
Email:	tallen@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 Agreement with Helen Walton Children's Enrichment Center - CDBG Program
Action Recommendation & Justification:	Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with the Helen Walton Children's Enrichment Center for the use of FY23 CDBG funds in the amount \$10,000.00. The needed budget adjustment is included in the previous Resolution.
Additional Comments for Consideration (Optional):	This agreement provides childcare tuition assistance for low-to-moderate income families in Bentonville. City Council approved this project as part of the FY23 CDBG Annual Action Plan on November 7, 2023. This item is dependent upon approval of the FY23 CDBG Budget Adjustment request, also on this agenda. This item will be funded with Bentonville's FY23 CDBG allocation.
Amount for Approval:	\$ 10,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: Budget Adjustment Requested

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):

Cost of program is included in the CDBG budget adjustment request on this agenda.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BENTONVILLE AND HELEN R. WALTON CHILDREN’S ENRICHMENT CENTER FOR BENTONVILLE CDBG PROGRAM YEAR 2023

THIS AGREEMENT, entered this _____ day of _____, 2024 by and between the City of Bentonville (herein called the “Grantee”) and the Helen R. Walton Children’s Enrichment Center (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2023 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1	The Subrecipient will use grant funds to support their STP ONE (Support in Transitional Poverty: Optimizing community, Nurturing children, Empowering families) scholarship program. These scholarships will be awarded to children from low income families within Bentonville, and will provide funding for these persons to participate in programming offered by the Subrecipient, including free childhood education, access to therapy, case management, and support services for the family in poverty. All action needed from the Subrecipient is in relation to the administration of the STP ONE program. Demographic information about the persons served by the grant funding will be collected by the Subrecipient to ensure compliance with CDBG regulations. Measurement of success will be determined by the number of program recipients and will be reported monthly by the Subrecipient to the Grantee. The schedule for these activities will begin upon completion of an environmental review and will extend for the period of performance, concluding in December of 2024. This is a public service activity and will take place at the Subrecipient’s location of 309 NE J Street, Bentonville AR 72712. All funds awarded will be used to reimburse the cost of the STP ONE program to low income families within Bentonville. No program income will be generated by this project.
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General Administration

All administrative tasks will be in relation to the STP ONE program, including distributing funds, recordkeeping of adherence to CDBG requirements, and communicating with the Grantee through reporting periods and monitoring responsibilities. No amount of the CDBG funds will be used for administrative compensation or salary. All funding will be used for the STP ONE program funds to directly benefit low and moderate income persons.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low and Moderate Income Limited Clientele.

This National Objective will be met by the Subrecipient placing income eligibility requirements for the STP ONE program. All funding awarded will require information on family size and income level to ensure that it is evident that the CDBG funds are distributed to persons who do not exceed the low and moderate income limits. For the STP ONE program, CDBG funds will only be used to provide tuition assistance at the 80-to-100 percent level, which aligns with the income requirements set by HUD for the CDBG program. This will meet the requirements set out in the National Objective of Low and Moderate Income Limited Clientele.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Tuition, STP ONE	6 Persons Served	At least 42 Persons Served

Units of service is defined by the number of persons the Subrecipient provides funding for through the STP ONE tuition assistance program. Each person served will be a 'unit'. The Subrecipient agrees to the Total Units per year as a program requirement, unless a request for amendment of this agreement is submitted in light of program performance. The time period to meet the Total Units program requirement spans from the distribution of funds by the Grantee through the performance period ending in December of 2024.

Performance will be measured by the number of persons receiving tuition assistance.

D. Staffing

Family Services Coordinator, HWCEC. Serves as the primary liaison between community organizations and implements STP ONE program.

Executive Director, HWCEC. Oversees and manages project.

Director of Development, HWCEC. Reports program metrics, manages communications to community at large about program.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ____ day of _____, 2024 and end on the ____ day of _____ of 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Salaries	\$ _____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Mileage	_____
Audit	_____
Other (Specify)	\$10,000.00
Indirect Costs (Specify)	_____
TOTAL	\$10,000.00

For this agreement, the Subrecipient will receive a total of \$10,000.00. The total amount of this funding will be put toward tuition for child participants of the Subrecipient's programming. This \$10,000.00 has been categorized as 'other' for the purpose of this line-item budget. No funds may be spent except on the delivery of scholarships.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this

Agreement shall not exceed \$10,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Payment will be made on a reimbursement basis, where the Subrecipient agrees to invoice the Grantee for the cost of tuition provided to eligible program participants. The Subrecipient will invoice the Grantee on a monthly basis, unless a request is made in writing for an extension and approved by the Grantee. Invoices will be sent to the CDBG Coordinator.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

_____, Manager

Grantee _____

[Address] _____

[City, State, ZIP] _____

[Telephone] _____

[Fax Number] _____

Subrecipient

_____, Exec. Director

Subrecipient _____

[Address] _____

[City, State, ZIP] _____

[Telephone] _____

[Fax Number] _____

VI. SPECIAL CONDITIONS

No special conditions need to be met in addition to the requirements laid out in this agreement.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except

that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing

body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or, directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the A.C.A 25-19-101, et. Seq. unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

In accordance with the City of Bentonville financial policies, no indirect costs may be charged.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition,

the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. Reports should be submitted on at least a monthly basis.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Arkansas Civil Rights Act of 1993 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the

Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or

require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the

neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Subrecipient agrees to abide by all applicable environmental regulations at 24 CFR 50.4, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities

described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee assumes all responsibility for ensuring that the environmental review process has been completed before funds are allocated.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee]

[Subrecipient]

By _____
Chief Elected Official or Executive Officer

By _____
Title _____

Attest _____
ASSISTANT [CITY/COUNTY] CLERK

Countersigned: _____
FINANCE OFFICER

By _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

ASSISTANT [CITY/COUNTY] ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER
INTO A SUB-RECIPIENT AGREEMENT WITH HELEN R. WALTON
CHILDREN’S ENRICHMENT CENTER, FOR USE OF FY23 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, IN THE AMOUNT OF TEN
THOUSAND DOLLARS (\$10,000.00); AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville is an entitlement community with the Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) Program;

WHEREAS, the FY 23 CDBG Annual Action Plan that allocated the FY23 CDBG funding in the amount of three hundred twenty thousand eight hundred thirty-one dollars (\$320,831.00) was approved by City Council on November 7, 2023, and the Department of Housing and Urban Development (HUD) on January 25, 2024;

WHEREAS, the FY23 CDBG Annual Action Plan includes a public service goal of providing tuition assistance for childcare; and

WHEREAS, the Helen R. Walton Children’s Enrichment Center applied to become a subrecipient of Bentonville’s FY23 CDBG funds, in order to implement this goal, to provide childcare tuition assistance to low-to-moderate income families in Bentonville.

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

Section 1: That the Mayor and City Clerk are authorized to enter into an agreement with Helen R. Walton Children’s Enrichment Center, in an amount not to exceed ten thousand dollars (\$10,000.00), to provide childcare tuition assistance to low-to-moderate income families in Bentonville;

Section 2: The City of Bentonville will fund the project with reimbursement from FY23 Community Development Block Grant (CDBG) funds;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	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:	Ordinance Amending the Business Registry Ordinance No. 2023-274
Action Recommendation & Justification:	Ordinance amending Ord. No. 2023-274 changing the date of compliance and waiving the renewal requirement and fee of the City of Bentonville Business Registry. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This amendment changes the date of compliance from July 1, 2024, to December 31, 2024. It also waives the renewal requirement and fee for the 2025 calendar 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	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 ORDINANCE NO. 2023-274; CHANGING
THE DATE FOR COMPLIANCE WITH THE BUSINESS REGISTRY
FROM JULY 1, 2024, TO DECEMBER 31, 2024; WAIVING THE
RENEWAL REQUIREMENT AND FEE FOR THE 2025 CALENDAR
YEAR AS REQUIRED IN BENTONVILLE MUNICIPAL CODE
SEC. 18-405; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville established a Business Registry with Ord. No. 2023-274 on December 12, 2023; and

WHEREAS, the City feels it is important to allow more time for all businesses to register.

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

Section 1: That *Ordinance No. 2023-274 Section 3 – Effective Date* should be and the same is hereby amended as follows:

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~~ December 31, 2024.

Section 2: That the annual renewal and renewal fee required by Bentonville Municipal Code *Sec. 18-405 Annual Renewal Required* is hereby waived for the 2025 calendar year. Renewals shall be required beginning with the 2026 calendar year and accepted starting November 1, 2025;

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

PASSED and APPROVED this ____ day of _____, 2024.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	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:	Resolution to Honor the Memory of Benton County Sheriff's Office Detective Paul Newell
Action Recommendation & Justification:	Resolution honoring the memory of Benton County Sheriff's Office Detective Paul Newell who lost his life in the line of duty on December 17, 2022. US Highway 71 from Medical Center Boulevard to the Interstate 49 off ramp is to be called Detective Paul Newell Memorial Highway. 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

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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF BENTONVILLE,
ARKANSAS, HONORING THE MEMORY OF BENTON COUNTY SHERIFF'S OFFICE
DETECTIVE PAUL NEWELL; AND FOR OTHER PURPOSES.**

WHEREAS, law enforcement officers throughout Arkansas and Benton County risk their own lives every day to protect the lives of others; and

WHEREAS, the citizens of Benton County are blessed to have been served by these dedicated and courageous law enforcement officers throughout the years; and

WHEREAS, on December 17, 2022, Benton County Sheriff's Office Detective Paul Newell lost his life while escorting the Wreaths Across America procession through the City of Bentonville; and

WHEREAS, Detective Paul Newell, a seasoned law enforcement officer, served the people of Benton County for 24 years; and

WHEREAS, throughout the course of his career, Detective Newell exemplified the very best law enforcement had to offer, and gained the respect and admiration of his fellow officers; and

WHEREAS, Detective Paul Newell will be greatly missed by his family, his brothers and sisters in blue, and the citizens Benton County, Arkansas; and

WHEREAS, it is appropriate that the City of Bentonville, Arkansas, join together with the citizens in Benton County, and honor Detective Paul Newell and make every effort to never forget his courageous actions, compassionate demeanor, dedication to the badge, and the indelible mark he left on everyone he met; and

WHEREAS, it is appropriate that the City of Bentonville support these efforts and honor those brave men and women like Detective Paul Newell who have made the ultimate sacrifice of giving their life in the line of duty.

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

Section 1: US 71 from Medical Center Blvd to the Interstate 49 off ramp is to be called Detective Paul Newell Memorial Highway;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	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 a Drainage Easement (VAC24-0004)
Action Recommendation & Justification:	Hold Public Hearing and approval of Ordinance vacating a Drainage Easement Vacation located at Outlot A of Been Road Villas Subdivision (VAC24-0004). No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Vicinity Map provided.
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):

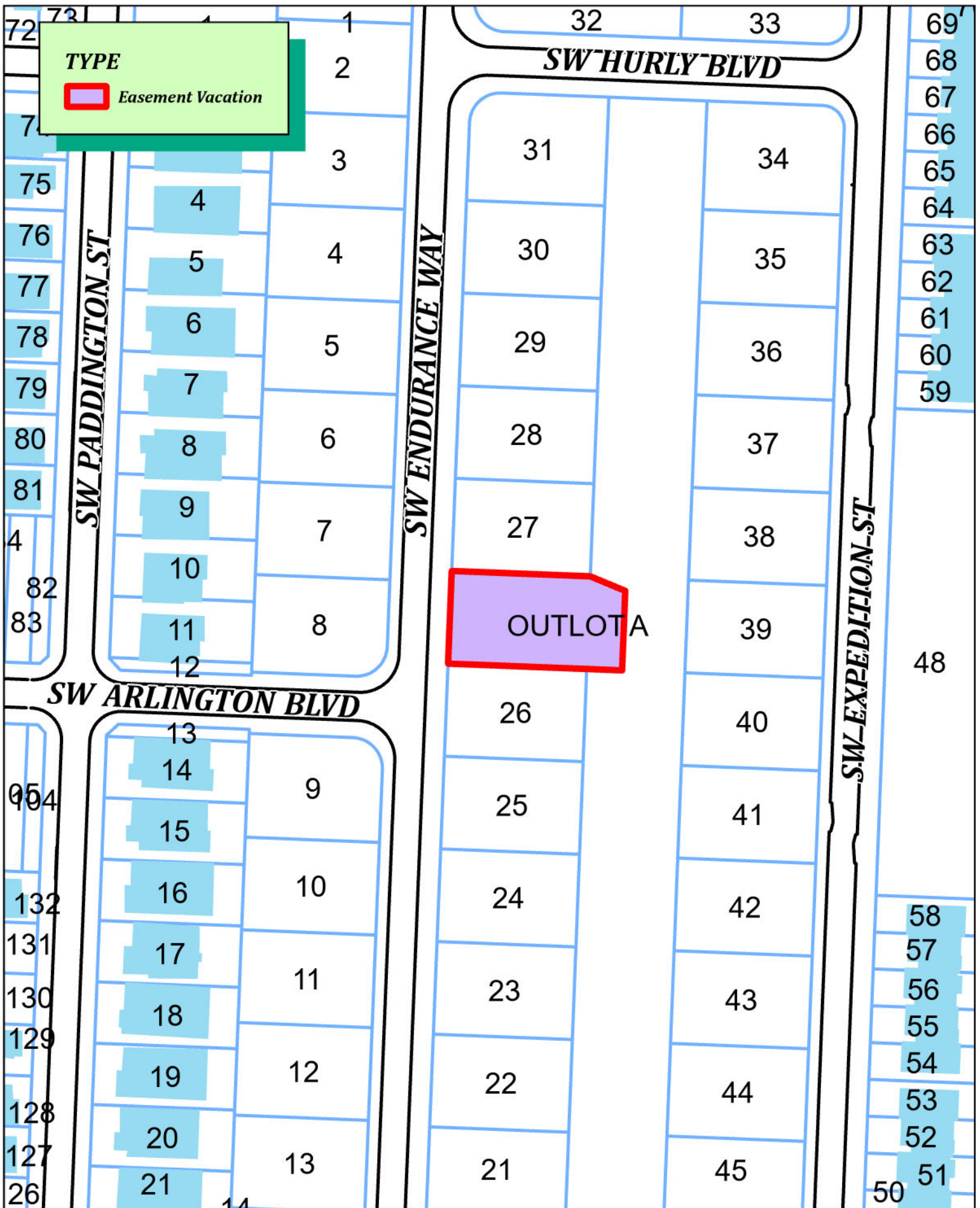
City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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VAC24-0004
Proposed Easement Vacation



ORDINANCE NO _____

**AN ORDINANCE VACATING A DRAINAGE EASEMENT LOCATED AT
OUTLOT A OF BEEN ROAD VILLAS SUBDIVISION OF THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC24-0004).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by 404 GLV, LLC asking the City Council to vacate a drainage easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A PART OF THE NE1/4 OF THE SE1/4 OF SECTION 02, TOWNSHIP 19 NORTH, RANGE 31 WEST IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SW CORNER OF OUTLOT A; THENCE N 02°13'06" E A DISTANCE OF 541.50' TO A FOUND 5/8" IRON REBAR BEING THE POINT OF BEGINNING; THENCE N 87°46'37" W A DISTANCE OF 112.96' TO A FOUND 5/8" IRON REBAR; THENCE N 02°16'20" E A DISTANCE OF 75.50' TO A FOUND 5/8" IRON REBAR; THENCE S 87°46'37" E A DISTANCE OF 112.89' TO A FOUND 5/8" IRON REBAR; THENCE S 67°24'37" E A DISTANCE OF 30.82' TO A SET 5/8" IRON REBAR; THENCE S 02°16'20" W A DISTANCE OF 64.77' TO A SET 5/8" IRON REBAR; THENCE N 87°46'37" W A DISTANCE OF 28.84' TO THE POINT OF BEGINNING, CONTAINING 10,551 SQ. FEET, 0.24 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

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 drainage 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 drainage easement designated as follows:

A PART OF THE NE1/4 OF THE SE1/4 OF SECTION 02, TOWNSHIP 19 NORTH, RANGE 31 WEST IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SW CORNER OF OUTLOT A; THENCE N 02°13'06" E A DISTANCE OF 541.50' TO A FOUND 5/8" IRON REBAR BEING THE POINT OF BEGINNING; THENCE N 87°46'37" W A DISTANCE OF 112.96' TO A FOUND 5/8" IRON REBAR; THENCE N 02°16'20" E A DISTANCE OF 75.50' TO A FOUND 5/8" IRON REBAR; THENCE S 87°46'37" E A DISTANCE OF 112.89' TO A FOUND 5/8" IRON REBAR;

THENCE S 67°24'37" E A DISTANCE OF 30.82' TO A SET 5/8" IRON REBAR; THENCE S 02°16'20" W A DISTANCE OF 64.77' TO A SET 5/8" IRON REBAR; THENCE N 87°46'37" W A DISTANCE OF 28.84' TO THE POINT OF BEGINNING, CONTAINING 10,551 SQ. FEET, 0.24 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

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 _____, 2024 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Tony Davis
Phone:	479-271-3130	For Department(s):	Street
Email:	todavis@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 to Award Bid IFB-24-37 to Road Runner Safety Services, Inc. for a Towable Attenuator
Action Recommendation & Justification:	Resolution awarding bid IFB-24-37 in the amount of \$36,250.00 for a Traffix Scorpion II Towable Attenuator Mash Trailer to Road Runner Safety Services, Inc. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This device is a pull behind crash pad that will provide safety for street personel that are working in the street. Road Runner Safety Services, Inc. was the only responsive bid received. Please see attached bid tab.
Amount for Approval:	\$ 36,250.00

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

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

Date of Bid Opening:	5/21/2024	Time of Bid Opening:	2:00 PM	Solicitation ID Number:	IFB-24-37
-----------------------------	-----------	-----------------------------	---------	--------------------------------	-----------

Solicitation Title: Towable Attenuator

Bidder:				Road Runner Safety Services, Inc.
Line Item	Quantity	Unit of Measure	Description	Per Unit Price
1	1	EA	Traffix Scorpion II Towable Attenuator Mash Trailer – Non-Solar (or Equivalent)	\$36,250.00
Total Bid Price				\$36,250.00
purchasing@bentonvillear.com - (479) 271-3115				

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-24-37 TO ROAD RUNNER SAFETY SERVICES, INC., FOR A TRAFFIX SCORPION II TOWABLE ATTENUATOR MASH TRAILER, FOR THE CITY OF BENTONVILLE STREET DEPARTMENT, IN THE AMOUNT OF THIRTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$36,250.00); AND FOR OTHER PURPOSES.

WHEREAS, Road Runner Safety Services, Inc. was the lowest qualified bidder for bid IFB-24-37;

WHEREAS, this purchase is for a Traffix Scorpion II Towable Attenuator Mash Trailer for the City of Bentonville Street Department; 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 Road Runner Safety Services, Inc., for the purchase of a Traffix Scorpion II Towable Attenuator Mash Trailer, for the City of Bentonville Street Department, in the amount of thirty-six thousand two hundred fifty dollars (\$36,250.00);

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Tony Davis
Phone:	479-271-3130	For Department(s):	Street
Email:	tonydavis@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 to Award Bid IFB-24-33 to Time Striping, Inc. for the 2024 Annual Striping
Action Recommendation & Justification:	Resolution to approve bid IFB-24-33 to Time Striping, Inc. for the City of Bentonville's annual street pavement markings. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This bid was awarded per the unit price, see attached bid tabulation. The term of the contract will be for an initial one year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three years. Time Striping, Inc. was the only responsive bid received. Please see bid tabulation.
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

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

Date of Bid Opening:	5/21/2024	Time of Bid Opening:	1:30 PM	Solicitation ID Number:	IFB-24-33
-----------------------------	------------------	-----------------------------	----------------	--------------------------------	------------------

Solicitation Title: 2024 Annual Striping

Bidder:				Time Striping, Inc.
Line Item	Quantity	Unit of Measure	Description	Unit Price
1	1	LF	6" Yellow Thermoplastic, As Specified	\$1.45
2	1	LF	6" White Thermoplastic, As Specified	\$1.45
3	1	LF	12" White Thermoplastic, As Specified	\$8.00
4	1	LF	24" White Thermoplastic, As Specified	\$10.00
5	1	LF	4" Yellow Thermoplastic, As specified	\$0.95
6	1	LF	4" White Thermoplastic, As Specified	\$0.95
7	1	LF	Removal of existing 4" Thermoplastic, As Specified	\$1.00
8	1	EA	Left Turn Arrows, As Specified	\$175.00
9	1	EA	Right Turn Arrows, As Specified	\$175.00
10	1	EA	Sharrows, As specified	\$250.00
11	1	EA	School Zone, As Specified	\$300.00
12	1	EA	Pedestrian, As Specified	\$250.00
13	1	EA	Crossing (X-ing), As Specified	\$250.00
14	1	EA	Only, As Specified	\$250.00
15	1	EA	Straight/Turn Arrow Combo, As Specified	\$250.00
16	1	EA	Straight Arrow, As Specified	\$175.00
Total Bid Price				\$2,098.80

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-24-33 TO TIME STRIPING, INC. FOR THE CITY OF BENTONVILLE'S ANNUAL STREET PAVEMENT STRIPING; AND FOR OTHER PURPOSES.

WHEREAS, Time Striping, Inc. was the lowest qualified bidder for bid IFB-24-33;

WHEREAS, this contract covers annual street pavement markings, per unit price, for an initial one-year term, renewable annually for a total maximum term not to exceed three years; 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 Time Striping, Inc., for annual street pavement striping, for the City of Bentonville Street Department, at a per unit price, for a one-year term renewable for a total not to exceed three years;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks
Email:	jstacey@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 to Terminate a Grant Agreement for the Bentonville Adult Recreation Center
Action Recommendation & Justification:	Resolution to terminate a grant with Bentonville Revitalization, Inc. for the remaining balance of the design work for the Bentonville Adult Recreation Center. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Bentonville Revitalization, Inc. has paid \$630,142.00 for the current grant agreement and will be terminating the remaining \$630,120.00. The balance will be paid through a new grant agreement with the Town Branch Foundation. The new grant agreement is on this agenda for City Council approval. The terms of the grant agreement are not changing.
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, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Josh Stacey, Parks and Recreation Deputy Director
Date: May 29, 2024
Re: A resolution terminating and accepting a grant for the Bentonville Adult Recreation Center.

On March 28, 2023, City Council approved a grant from Bentonville Revitalization, Inc. (BRI) in the amount of \$1,260,262.00 for the design of the Bentonville Adult Recreation Center. To date, BRI has paid \$630,142.00 of the grant funds allocated to the City for this project. Recently, BRI has requested to terminate the existing agreement and allow for the remaining balance of \$630,120.00 to be paid by another grantee, the Town Branch Foundation.

“The Town Branch Foundation was established by members of the Walton Family to strengthen the quality of life in communities where they have lived and worked. The Foundation supports programs that improve access to quality K-12 education options, arts and cultural amenities, outdoor recreation experiences and other programs of interest.”

This request is only to complete the payments due for the design of the Bentonville Adult Recreation Center. The design is almost complete, and Council can expect a request for approval for additional grant funding and the construction of the facility in the next 90 days.

If you have questions concerning this item, please email me at jstacey@bentonvillear.com or call 479.418.8653.

Attachments:

Executed BRI Grant

BRI Grant Termination Letter

Town Branch Foundation Grant Agreement

May xx, 2024

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

Re: Termination of Grant

Dear Mayor Orman,

Bentonville Revitalization, Inc. ("BRI") issued a grant in the amount of up to \$1,260,262 to the City of Bentonville ("Grantee") on March 28, 2023, to complete design work for a new Adult Wellness Center for the City of Bentonville. This letter reflects our mutual desire to terminate the grant on the following terms:

- BRI and Grantee hereby terminate the grant as of the date of this letter.
- Grantee acknowledges that payments totaling \$630,120 remain unpaid by BRI with respect to this grant and agrees that Grantee will not receive this amount from BRI, and BRI will have no obligation to pay this amount following execution of this letter.
- The termination of this grant in no way reflects poorly on the Grantee or its standing with BRI.

Accounting of grant funds: Grantee has represented to BRI that grant funds have been expended as follows:

Amount	Description	Date
\$630,142	Initial grant installment	Paid on or about April 1, 2023 Grantee has reported funds were fully expended.
Up to \$570,120	Not received by Grantee	Not received or expended
Up to \$60,000	Not received by Grantee	Not received or expended

[Remainder of page intentionally left blank. Signature page follows.]

By signing this letter where indicated below, Grantee agrees to the terms set forth above. Except as amended by the terms of this letter, all other provisions of the grant agreement signed by Grantee and BRI regarding the grant remain binding according to their terms. A copy of this letter, once signed, will be emailed to the Grantee through DocuSign.

Sincerely,

David Short
President

ACKNOWLEDGED AND AGREED

By:

Stephanie Orman
Mayor
City of Bentonville

Grant Agreement

March 28, 2023

Dear Mayor Orman,

Bentonville Revitalization, Inc. ("Bentonville Revitalization") has approved a grant in the amount of up to \$1,260,262 to the City of Bentonville ("Grantee"). The project term will be April 1, 2023 to March 1, 2024. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to complete design work for a new Adult Wellness Center for the City of Bentonville. This grant is more fully described in Grantee's project schedule dated, November 8, 2022. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by Bentonville Revitalization in writing.

2. **Amount: up to \$1,260,262.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$630,142	Signed Grant Agreement	April 1, 2023
2	Up to \$570,120	Approval of Progress Report and receipt of completed design development documents and updated financial report of expenditures to date	On or around August 1, 2023
3	Up to \$60,000 based on actual costs	Upon receipt of: • completed construction development, • permitting and bid for construction documents • actual costs as evidenced by receipts • facility operations plan	On or around March 1, 2024

3. **Payable:** Initial installment of \$630,142 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.

Further installments shall be contingent upon Bentonville Revitalization's approval of the Grantee's activities of the grant as evidenced by the reports described in the Reporting and Evaluation paragraph below and other information Bentonville Revitalization may gather.

4. **Accounting:**

- a. Bentonville Revitalization 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 Bentonville Revitalization during normal business hours as Bentonville Revitalization may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide Bentonville Revitalization with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Date
Schematic Design and Interim Financial and Narrative Report	October 1, 2023
Development Drawings Interim Financial and Narrative Report	December 1, 2023
Final Construction Documents, Written Plan for Facility Operations, and Final Financial and Narrative	February 1, 2024

All reports will be submitted electronically to Mike Brown and should reference Adult Wellness Center on all communication.

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

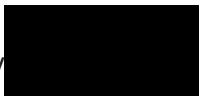
6. **Representations:** Grantee represents and warrants to Bentonville Revitalization that:
- Grantee is a governmental unit.
 - Grantee will comply with all applicable laws and regulations.
7. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless Bentonville Revitalization 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 Bentonville Revitalization'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 Bentonville Revitalization as provided hereunder.
8. **Repayment, Rescission, and/or Termination:** Bentonville Revitalization, 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 Bentonville Revitalization adversely affects Grantee's management of the grant;
 - d. Grantee does not use funds for the purpose of this grant;
 - e. Bentonville Revitalization determines that Grantee will be unable to achieve the purposes for which the grant was made;
 - f. Bentonville Revitalization 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 Bentonville Revitalization believes pose a reputational risk to the Bentonville Revitalization, and for which Bentonville Revitalization determines Grantee has not taken immediate and effective remedial measures;
 - g. 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 Bentonville Revitalization, in its sole discretion, determines such investigation or allegation to be credible; or
 - h. Bentonville Revitalization determines that making any payment, in the judgment of Bentonville Revitalization, might expose Bentonville Revitalization to liability or adverse tax consequences.
 9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. Bentonville Revitalization expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of Bentonville Revitalization's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by Bentonville Revitalization contact listed in the Contact paragraph of this document. Publicizing the grant and Bentonville Revitalization 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 "Bentonville Revitalization, Inc."
- Bentonville Revitalization may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Bentonville Revitalization communications including Bentonville Revitalization's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide Bentonville Revitalization with such items upon Bentonville Revitalization's reasonable request and hereby grants to Bentonville Revitalization and anyone acting under the authority of Bentonville Revitalization a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with Bentonville Revitalization's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for Bentonville Revitalization to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by Bentonville Revitalization of historical, programmatic and other information relating to Grantee and the grant hereunder.
10. **Gratuities:** Bentonville Revitalization desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish Bentonville Revitalization or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

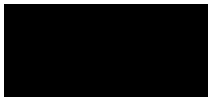
11. **Contact:** For all communications regarding this grant, please contact Bentonville Revitalization by email at mbrown@weimail.com. Please reference Adult Wellness Center in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by May 31, 2023, Bentonville Revitalization will consider the Grantee to have declined the grant.

Bentonville Revitalization, Inc.

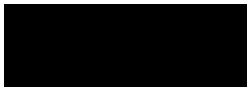
By 

David Short
President

By: 

Nancy Leake
Secretary

City of Bentonville

By: 

Mayor Stephanie Orman

cc: David Wright

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO TERMINATE A GRANT AGREEMENT, WITH BENTONVILLE REVITALIZATION, INC., FOR THE REMAINING BALANCE OF SIX HUNDRED THIRTY THOUSAND ONE HUNDRED TWENTY DOLLARS (\$630,120.00); AND FOR OTHER PURPOSES.

WHEREAS, on March 28, 2023, City Council approved a grant from Bentonville Revitalization, Inc. in the amount of one million two hundred sixty thousand two hundred sixty-two dollars (\$1,260,262.00) for the design of the Bentonville Adult Recreation Center;

WHEREAS, Bentonville Revitalization Inc. has paid six hundred thirty thousand one hundred forty-two dollars (\$630,142.00); and

WHEREAS, the balance of six hundred thirty thousand one hundred twenty dollars (\$630,120.00) will be paid through a new grant agreement with the Town Branch Foundation.

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 terminate the grant agreement with the Bentonville Revitalization, Inc. for the remaining balance of six hundred thirty thousand one hundred twenty dollars (\$630,120.00);

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 _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks
Email:	jstacey@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 to Enter into a Grant Agreement for the Bentonville Adult Recreation Center
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into a grant agreement with the Town Branch Foundation in the amount of \$630,120.00 for the design of the Bentonville Adult Recreation Center. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	A budget adjustment was originally approved for the previous grant agreement. With the original grant termination, this grant agreement picks up the remaining amount of the terminated grant.
Amount for Approval:	\$ 630,120.00

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

Town Branch Foundation
P.O. Box 2030
Bentonville, AR 72712

May xx, 2024

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

RE: Grant TB00001136

Dear Mayor Orman,

It is my pleasure to inform you that the Town Branch Foundation ("Foundation") has approved a grant in the amount of **up to** \$630,120.00 to the City of Bentonville ("Grantee"). This grant is subject to the terms attached.

The grant funds are to complete design work for a new Adult Recreation Center for the City of Bentonville.

Payments: Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	Up to \$570,120	Upon the Foundation's receipt and approval of the progress report due June 1, 2024. The report shall include completed design development documents and an updated financial report of expenditures to date.	June 30, 2024
1	Up to \$60,000 based on actual costs	Upon the Foundation's receipt and approval of the progress report due September 1, 2024. Report shall include: • completed construction development, • permitting and bid for construction documents • actual costs as evidenced by receipts • facility operations plan	September 30, 2024

Reporting: Please provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant).

Report Type	Due Date
Developmet Drawings and Interim Financial and Narrative Report	June 1, 2024
Final Construction Documents, Written Plan for Facility Operations, and Final Financial and Narrative Report	September 1, 2024

For all communications regarding this grant, your point of contact at the Foundation will be Becca Hazlewood, Senior Program Officer. Becca can be contacted via phone (479) 464-1574 or email becca@wffmail.com. Please reference Grant TB00001136 in your communication.

Sincerely,

Marc Holley
Executive Director

cc: David Wright

GRANT TERMS

By accepting a grant from the Town Branch Foundation ("Foundation"), your organization ("Grantee") acknowledges and agrees to the following terms regarding the grant:

1. **Grantee's Organizational Status.** Grantee represents to the Foundation that Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code.
2. **Accounting.** The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of these grant terms, "grant funds" include the grant and any income earned thereon. Grantee will account for and maintain records of receipts and expenditures of the grant funds in accordance with generally accepted accounting principles.
3. **Restrictions on Grant Use.** Grantee will use the grant funds only for the purposes of the grant, and will comply with all applicable laws and regulations in administering and expending the grant funds. In no event will Grantee use any grant funds:
 - a. to lobby for or against, or otherwise to attempt to influence, government legislation;
 - b. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - c. to undertake any activity other than for a charitable, educational or other tax-exempt purpose specified in section 170(c)(2)(B) of the Code.
4. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.
5. **Gratuities.** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
6. **Grant Publicity.** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity is approved by the Foundation. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by

Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Town Branch Foundation."

7. **Repayment.** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes.
8. **Additional Information.** The Foundation may request Grantee to provide such information as is necessary or appropriate for the Foundation to determine that the grant funds are being used for the purposes intended. Grantee agrees to provide such information upon request.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT, WITH THE TOWN BRANCH FOUNDATION, IN THE AMOUNT OF SIX HUNDRED THIRTY THOUSAND ONE HUNDRED TWENTY DOLLARS (\$630,120.00), FOR THE DESIGN OF THE BENTONVILLE ADULT RECREATION CENTER; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville will receive a grant in the amount of six hundred thirty thousand one hundred twenty dollars (\$630,120.00) for the design of the Bentonville Adult Recreation Center;

WHEREAS, this grant agreement covers the remainder of the terminated grant agreement from Bentonville Revitalization, Inc. and

WHEREAS, a budget adjustment has been approved through a previous agreement.

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 the Town Branch Foundation, in which the City will receive six hundred thirty thousand one hundred twenty dollars (\$630,120.00) in grant funds for the design of the Bentonville Adult Recreation Center;

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 _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks
Email:	jstacey@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 to Approve a Budget Adjustment for the Bentonville Bat Art Piece
Action Recommendation & Justification:	Resolution to approve a budget adjustment of \$19,810.00 for the purchase of the Bentonville Bat art piece at Phillips Park. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The \$19,810.00 is being paid for by the donated funds given to the City from Bentonville Youth Baseball. Bentonville Youth Baseball has donated a total of \$30,343.32 to the City for use for this art project and other site improvements at Phillips Park. These funds are being held in the Parks Escrow account. The remaining balance will be used either later this year or in early 2025
Amount for Approval:	\$ 19,810.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105030-37010	Miscellaneous Donation	\$	\$ 19,810.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-47390	Improv Other than Bldg/ Other	\$ 19,810.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

PUBLIC ART AGREEMENT
Bentonville Bat by Jim Collins

AGREEMENT

THE AGREEMENT IS ENTERED INTO THIS May 19, 2024 | 10:05 AM CDT (DATE) BY AND BETWEEN THE **CITY OF BENTONVILLE, ARKANSAS** (HEREINAFTER THE “CITY”) AND **JIM COLLINS** (HEREINAFTER “ARTIST”) FOR PURCHASE AND PERMANENT OUTDOOR INSTALLATION OF “**BENTONVILLE BAT**” (HEREINAFTER “ARTWORK”) ON PUBLIC PROPERTY AT PHILLIPS PARK (HEREINAFTER “DISPLAY SITE”).

WHEREAS, the Public Art Advisory Committee issued a call for proposals for artwork; and,

WHEREAS, artist Jim Collins submitted a proposal for artwork titled “Bentonville Bat” in response to this call for proposals; and,

WHEREAS, the Public Art Advisory Committee and the Bentonville Youth Baseball Board recommended “Bentonville Bat” for installation on public property in Phillips Park; and City Council approved this recommendation on May 14, 2024.

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the City and Artist agree as follows:

1. **Deliverables.** The Artist agrees to design, create, and fabricate the Artwork as described in the submitted proposal and in Exhibit A attached hereto.
2. **Installation.** The Artist agrees to transport and install the Artwork as described and shown in the attached Exhibit A. The Artist shall provide the City with a written description of how the Artwork will be installed, including a detailed statement addressing any preparatory work which must be performed by the Artist or City to prepare the site, and timeline of fabrication, transportation, and installation. The City will cooperate with the Artist in the preparation of the Display Site prior to installation.

The installation of the Artwork shall occur after the date of this Agreement and be completed by **February 1, 2025**.

3. **Compensation.** The City shall pay to the Artist for purchase and installation of the Artwork as provided in this Agreement; however, in no event shall the Artist be paid an amount in excess of the sum of **Nineteen Thousand Eight Hundred Ten Dollars (\$19,810.00)**. This amount shall constitute full and complete compensation for the Artist’s Work and Artwork. The Artist shall be solely responsible for all expenses necessary for design and fabrication, including any cost overruns. Payments shall be made to the Artist upon his or her submission of detailed invoice to the City, according to the following schedule:
 - a. Upon execution of this Agreement, the City shall pay the Artist an amount not to exceed **Nine Thousand Nine Hundred Five Dollars (\$9,905.00)**, fifty percent (50%) of the total agreement amount;
 - b. Upon installation and final acceptance by the City, the City shall pay the Artist the remainder, in an amount not to exceed **Nine Thousand Nine Hundred Five Dollars (\$9,905.00)**, fifty percent (50%) of the total agreement amount.
4. **Maintenance.** Upon installation and final acceptance by the City, at all times the maintenance of the Artwork shall be the sole responsibility of the City. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of the City.
5. **No Security; Assumption of Liability and Waiver of Damages.** Artist acknowledges and agrees that the City will not provide any security for the Artwork, and the City shall not for any reason be liable for any lost,

stolen and/or damaged Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Artwork. **ARTIST HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, THAT HE MAY HAVE WITH REGARD TO LOST, STOLEN OR DAMAGED ARTWORK, RELATED MATERIALS, EQUIPMENT, OR ANY OTHER ITEMS ASSOCIATED OR USED IN CONJUNCTION WITH THE ARTWORK OR DISPLAY SITE.**

6. **Insurance.** Prior to the installation of the Artwork, the Artist shall procure and maintain such comprehensive general liability insurance as will protect the Parties, and each of their respective officers, agents, employees, and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by any of the Parties, or any of their respective officers, agents, employees, or subcontractors performing any of the work during the life of this Agreement. The Artist understands that the City will not insure the Artwork and that the Artist bears the risk of any loss or damage to the Artwork. The insurance policy procured shall name the City as an additional insured party and shall require a thirty-day cancellation notice until the City has issued a notice of final acceptance of the Artwork.
7. **Photographic Rights.** Artist hereby grants permission to the City to photograph and videotape and to authorize others to photograph and videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping, and additional non-commercial purposes such as among others, educational, public relations, and promotion of the arts.
8. **Termination/Waiver of Damages.** This Agreement may be terminated for any reason upon five (5) days notice to the other party. Should the City terminate this Agreement, **ARTIST HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, ARTIST MAY HAVE WITH REGARD TO THE CITY'S TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY ACTUAL AND CONSEQUENTIAL DAMAGES.**
9. **Indemnification.** **ARTIST SHALL DEFEND, INDEMNIFY, SAVE HARMLESS, AND EXEMPT THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE OBLIGATIONS AND PROVISIONS OF THIS AGREEMENT, THE VIEWING OF ARTWORK BY THE PUBLIC, OR ANY LEGAL CLAIMS OR ACTIONS ARISING OUT OF A NEGLIGENT ACT OR OMISSION OF THE CITY, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS, AND EMPLOYEES.** This Paragraph shall survive the termination of this Agreement.
10. **Governing Jurisdiction.** This Agreement is governed by the laws of the State of Arkansas in the Circuit Court of Benton County.
11. **Default.** In the event the Artist fails to comply with any of the provisions of this Agreement, the City shall have the following remedies, in addition to the City's other rights and remedies:
 - a. To immediately terminate this Agreement without any liability to the City as previously provided herein; or
 - b. To require the immediate cessation of the set-up, operation, or removal of the Artwork.

12. Miscellaneous Provisions.

- a. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- b. **Assignment.** This Agreement is not assignable without the prior written consent of the City.
- c. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by electronic mail, depositing the same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-deliver service. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist, to: Jim Collins

440 Alexian Way, #46

Signal Mountain, TN 37377

432-322-1247

jim@collins3d.com**If to City, to:**

Shelli Kerr, AICP

305 SW A Street

Bentonville, AR 72712

479-271-6822

skerr@bentonvillear.com

- d. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.
- e. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.
- f. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- g. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, as allowed herein.
- h. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

ARTIST

Jim Collins, Artist

Date

5/16/24

CITY OF**E**

Stephanie Orman, Mayor

City of Bentonville

May 19, 2024 | 10:05 AM CDT

Date

APPROVED AS TO**F**Bonnie Bridges,
Bentonville Staff Attorney

May 17, 2024 | 11:22 AM CDT

Date

PUBLIC ART AGREEMENT
EXHIBIT A

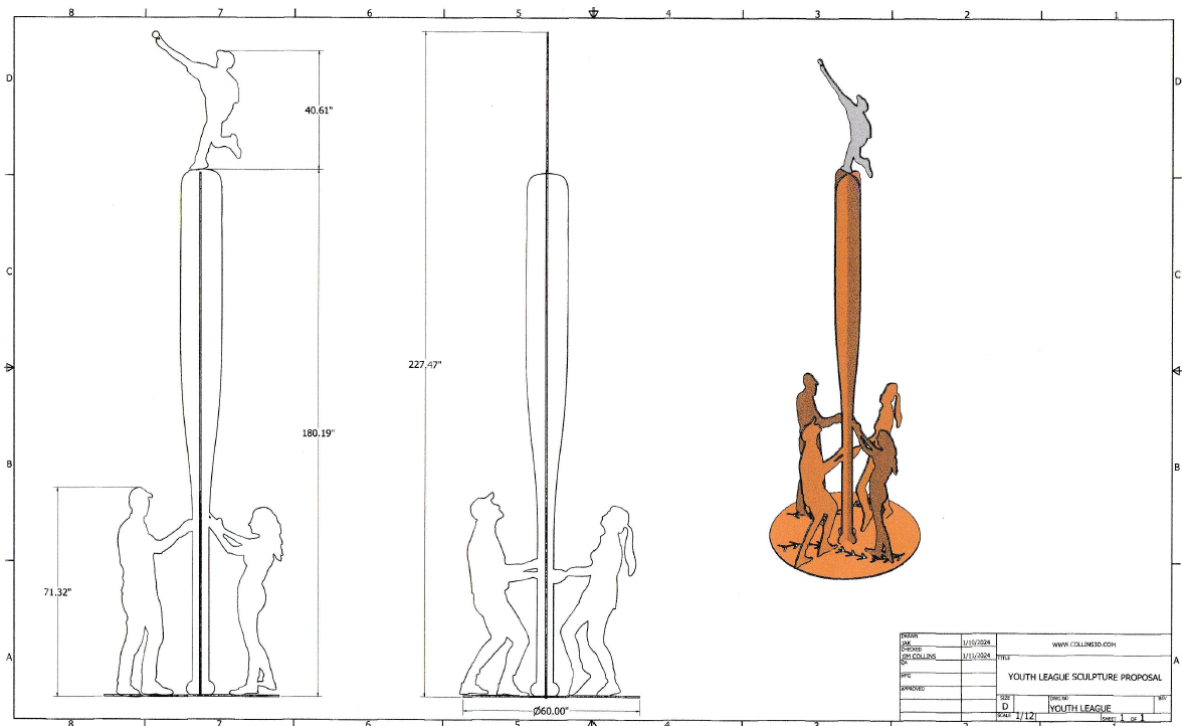
Title ***Bentonville Bat***
Artist **Jim Collins**
Medium **CorTen and Stainless Steel**
Height **18'**
Width & Depth **60" x 60"**
Display Site **Phillips Park**

Description

The sculpture presents the youth league as the star of the sport. Interacting with the one piece of equipment that defines the game. The ball. He represents all members of a team who are active during the game. The bat is a symbol used as a plinth making the sculpture a landmark/wayfinding feature for the park. At the base of the bat is presented the support team: coaches, parents, and supporters.

Construction will be of laser-cut, CorTen steel for the bat, figures and base all anchor bolted to a concrete foundation. The player will be fabricated of stainless steel. Using these materials ensures that the sculpture is maintenance-free for many, many years of safe commemoration to this lasting sport.

The sculpture will be anchor bolted to a circular concrete foundation.



RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2024 BUDGET TO APPROPRIATE NINETEEN THOUSAND EIGHT HUNDRED TEN DOLLARS (\$19,810.00) FROM ACCOUNT #105030-37010 - MISCELLANEOUS DONATIONS INTO ACCOUNT #105030-47390 - IMPROVEMENTS OTHER THAN BUILDING, TO FUND THE BENTONVILLE BAT ART PIECE AT PHILLIPS PARK; AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Youth Baseball has donated a total of thirty thousand three hundred forty-three dollars and thirty-two cents (\$30,343.32) for the City of Bentonville Parks Department to use for art projects and other site improvements at Phillips Park;

WHEREAS, the purchase of the Bentonville Bat Art Piece will be funded by these donated monies in the amount of nineteen thousand eight hundred ten dollars (\$19,810.00); and

WHEREAS, a budget adjustment is being requested to appropriate said funds.

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

Section 1: The 2024 Budget is hereby adjusted to appropriate nineteen thousand eight hundred ten dollars (\$19,810.00) from Account #105030-37010 - Miscellaneous Donations into Account #105030-47390 – Improvement Other than Building, for the purchase of the Bentonville Bat Art Piece at Phillips Park;

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

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

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	David Wright
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:	Resolution approving a Contract Amendment for Dave Peel Park/Quilt of Parks Project
Action Recommendation & Justification:	Resolution for approval of an Extra Work Authorization with Design Workshop, in the amount of \$236,250.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is for additional design services for Dave Peel Park / Quilt of Parks Project. This will be funded by interest earned on the 2021 Parks Bond. The original contract with Design Workshop was entered into upon recommendation of the steering committee that toured multiple cities vetting firms.
Amount for Approval:	\$ 236,250.00

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): Parks Bond

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: June 11, 2024
Re: City Council approval EWA for additional design services for Dave Peel Park / Quilt of Parks Project.

Parks and Recreation Staff requests City Council's approval for an Extra Work Authorization, in the amount of \$236,250 for Dave Peel Park design and bidding. When we signed the current agreement with Design Workshop, this project had a \$6MM budget. As the project has morphed over the past several years, we have added additional features and amenities. Restrooms, public art, additional plaza space, trash dumpster enclosures and other modifications have been added during this time. At the conclusion of the last pricing exercise, we realized we needed to raise additional funding for this project.

We approached the Walton Family Foundation about assistance with helping with this project. The Foundation awarded the City of Bentonville \$3.5MM, with the City agreeing to match with the balance of \$500,000. This gave our team the \$10MM needed for construction and allows us to continue to plan the park space with a 100% design.

The additional amenities place a burden on Design Workshop and their subcontractors. Because of the additional features and amenities, our design team has requested a change order to accommodate their additional time and resources for the project. Subs such as architecture, civil and mechanical are all affected with this budget increase. For several months, our team has met for with Design Workshop reviewing these increases. We agree this is the appropriate path to move forward and bring us to bidding and construction.

If council approves this request this evening, our team will proceed with the completion of construction documents for bidding. We hope to bid this project in late fall of this year.

If you have questions concerning this item, please email me at dwright@bentonvillear.com or call 479.271.6813.

Attachments:
Design Workshop Contract Amendment

December 11th, 2023

David Wright
Director
Bentonville Parks + Recreation
215 SW A St., Bentonville, AR 72712

Additional Services for: 6331 A Street
Add Service Number: 005

Dear David:

This letter is a request for approval to complete Additional Services associated with Dave Peel Park and The Commons Park Street located in Bentonville, AR. As a result of the schematic design process, it was determined that the design team should move forward with full documentation of the schematic plan. The total expected construction cost estimated as part of the original contract was \$5,000,000 to \$5,500,000. The new cost based on the schematic design provided by Flintco is \$10,000,000. The plan has evolved significantly from the original scoped design and includes new architectural and landscape features that will need to be detailed and documented and coordinated through multiple consultants.

Additionally, Design Workshop provided an additional service request in January 2022 for additional fees associated with the completion of two separate schematic designs related to studying flipping the programming of Dave Peel Park and The Commons. As discussed previously, the flip turned into a more complicated dialogue between community and council and resulted in an extended timeframe and schedule. The extended schedule resulted in additional conceptualized and rendered design iterations and additional updated 3-D models. As part of the process, Design Workshop ended up needing to provide two separate schematic designs for each park as well as a website for the community to provide feedback on the preferred option. The total fee for that request was \$28,750, which is included in the below total.

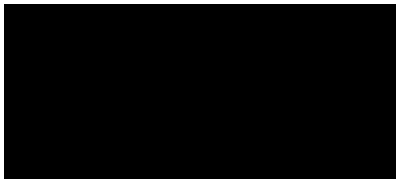
By signing this letter, you are authorizing Design Workshop, Inc. to add an additional fee of \$236,250 to the project fee total, which includes the previously requested add service as described above. This fee will be spread out between design development, construction documentation, bidding, and permitting and will include all consultant team members. This total includes any reimbursable expenses associated with the design addition.

The contract conditions of the existing agreement dated October 8th, 2020, shall be binding on these additional services unless modified herein.

Please feel free to call if you have any questions regarding this request for additional services.

Sincerely,

DESIGN WORKSHOP, INC.



Conners Ladner, PLA
Principal

APPROVED BY CLIENT:

By: _____ Date: _____
Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH DESIGN WORKSHOP FOR ADDITIONAL DESIGN SERVICES FOR THE DAVE PEEL PARK / QUILT OF PARKS PROJECT, IN THE AMOUNT OF TWO HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$236,250.00); AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Parks and Recreation requests approval of a contract amendment with Design Workshop for additional design services for the Dave Peel Park / Quilt of Parks Project;

WHEREAS, this amendment increases the original contract price by two hundred thirty-six thousand two hundred fifty dollars (\$236,250.00);

WHEREAS, the additional design work is necessary to fully execute the needed features and amenities; and

WHEREAS, this will be paid with bond monies.

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 contract amendment with Design Workshop, for additional design services for the Dave Peel Park / Quilt of Parks Project, in the additional amount of two hundred thirty-six thousand two hundred fifty dollars (\$236,250.00);

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 _____, 2024.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	David Wright
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:	Resolution Approving a Contract Amendment for the A Street Promenade
Action Recommendation & Justification:	Resolution to approve a Change Order, in amount of \$17,000.00, to Design Workshop for additional design and construction observation for the A Street Promenade. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract with Design Workshop was entered into upon recommendation of the steering committee that toured multiple cities vetting firms. This change order allows for the design to be adapted avoiding damage to large, established trees. This will be funded by a design grant from the Walton Family Foundation.
Amount for Approval:	\$ 17,000.00

Budget Impact

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

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

Memo



To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: June 11, 2024

Re: City Council approval of a Change Order, in the amount of \$17,000, for additional design and construction observation on A Street Promenade / Lawrence Plaza.

Parks and Recreation Staff requests City Council's approval for change order, in the amount of \$17,000.00, for additional design and construction administration for the A Street Promenade around Lawrence Plaza.

Once the project began, our team realized that the original survey placed large canopy trees in incorrect locations. Our team, not wanting to cause any damage to these large trees, requested the design and construction team to adapt the design to the actual conditions. This process required updates for utilities, grading, site materials, site walls, lighting and plantings.

Additionally, Parks Staff expressed concerns about how the new materials tied into the concrete around the splash park at Lawrence Plaza. Based on ice rink operations, we requested a small design change to allow for more concrete in this area. This allows our maintenance equipment to better access the ice during the skating season.

These changes were able to be absorbed in the construction contract at no additional costs. However, the work required of the Design Team did come with an additional cost. This fee of \$17,000.00 will be paid for via the design grant from the Walton Family Foundation.

If you have questions concerning this item, please email me at dwright@bentonvillear.com or call 479.271.6813.

Attachments:

Design Workshop Contract Amendment

812 San Antonio Street
Suite 401
Austin, TX 78701
512.499.0222
512.499.0229 fax

designworkshop.com

November 10th, 2023

David Wright
Director
Bentonville Parks + Recreation
215 SW A St., Bentonville, AR 72712

Additional Services for: A-Street Promenade: 6331
Add Service No. 04 – Construction Observation: Lawrence Plaza Site Plan Adjustments

Dear David,

Additional Services for: Lawrence Plaza site plan adjustments and documentation changes associated with updated tree survey and retaining portions of concrete around the existing splash pad.

This letter is a request for approval to bill for previously completed and on-going additional services associated with the A Street Promenade in Bentonville, Arkansas.

During the construction process, it was determined that previously completed surveys placed large canopy trees in the incorrect location. This resulted in the design team needing to redesign Lawrence Plaza to save the trees. The process required updates to documentation for utilities, grading, site materials, site walls, lighting and planting.

Additionally, in discussion with the general contractor, it was determined by the client to retain the portion of concrete adjacent to the splash pad. The design assumed a new concrete pour for this entire area. This resulted in the design team needing to redesign portions of Lawrence Plaza adjacent to the splash pad to make sure the concrete has a clear saw cut edge and to confirm that new materials do not conflict with the existing concrete. Along with design time, the process requires updates to documentation for site materials, site walls, planting, and grading.

As a result, we are requesting approval of this additional service request due to the conditions mentioned above.

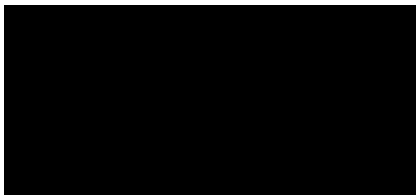
By signing this letter, you are authorizing Design Workshop, Inc. and our sub-consultants (at the direction of DW) to commence services immediately for a **fee of \$17,000**.

The contract conditions of the existing agreement dated October 8th, 2020, shall be binding on these additional services unless modified herein. The following is a summary of the fees associated with this effort.

Total Construction Observation Add Service Amount:	\$235,500
Additional Service Request 004	\$17,000
New Total for CO	\$252,000

Should you have any questions, please do not hesitate to call me at 985-630-0312.

Sincerely,
DESIGN WORKSHOP, INC.



Conners Ladner, PLA
Principal

APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH DESIGN WORKSHOP FOR ADDITIONAL DESIGN AND CONSTRUCTION OBSERVATION FOR THE “A” STREET PROMENADE PROJECT, IN THE AMOUNT OF SEVENTEEN THOUSAND DOLLARS (\$17,000.00); AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Parks and Recreation requests approval of a contract amendment with Design Workshop for additional design and construction observation for the A Street Promenade Project;

WHEREAS, this change order allows for design to accommodate established, mature trees; and

WHEREAS, this amendment will be in the amount of seventeen thousand dollars (\$17,000.00) and funded by Grant 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 contract amendment with Design Workshop, for additional design and construction observation for the A Street Promenade Project, in an amount not to exceed seventeen thousand dollars (\$17,000.00);

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 _____, 2024.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Justin Scantlin
Phone:	479-271-5927	For Department(s):	Fire Department (for City-Wide use)
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:	Resolution to award IFB-24-25 Re-Bid to Advantage Security Technologies, LLC
Action Recommendation & Justification:	Resolution to award IFB-24-25 Re-Bid to Advantage Security Technologies, LLC for City Wide Routine Fire Alarm, Sprinkler System, Fire Extinguisher and Vent Hood Inspections, and Fire Alarm Monitoring. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Contract will be available for city-wide use based on each Department's budget for this service. The term of the contract will be for an initial one year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three years. This was the lowest Bid received. This is a unit price contract.
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****FORMAL SEALED BID TABULATION**

Date of Bid Opening:	5/21/2024	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-24-25 Re-Bid
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Solicitation Title: City Wide Routine Fire Alarm, Sprinkler System, Fire Extinguisher and Vent Hood Inspections, and Fire Alarm Monitoring

Bidders:				Advantage Security Technologies	Dunk Fire & Safety	VSC Fire & Security
Line Item	Quantity	Frequency of Service	Description	Unit Price	Unit Price	Unit Price
1	1 Service	Once per year	5# Extinguisher Inspection	\$4.00	During bid evaluation, Purchasing discovered that Dunk Fire & Safety did not use the amended bid packet that was included in Addendum 1. Failure to submit a bid using the amended bid packet has resulted in the rejection of Dunk Fire & Safety's Bid Submission.	During the bid opening it was apparent that VSC Fire & Security's bid was not signed. After further review, VSC Fire & Security's Bid Submission has been rejected due to the bid not being signed.
2	1 Service	Every 6 years	5# Extinguisher 6 Year Hydrostatic Test	\$21.50		
3	1 Service	Once per year	10# Extinguisher Inspection	\$4.00		
4	1 Service	Every 6 years	10# Extinguisher 6 Year Hydrostatic Test	\$45.00		
5	1 Service	Once per year	K-Extinguisher Inspection	\$4.50		
6	1 Service	Once per year	30# Class D Metal-X Inspection	\$4.50		
7	1 Service	Every 6 years	30# Class D Metal-X 6 Year Hydrostatic Test	\$45.00		
8	1 Service	Once per year	Miscellaneous Fire Extinguishers Inspections (not listed herein)	\$4.00		
9	1 Service	Every 6 months	Ansul Suppression Inspection (performed twice per year)	\$80.00		
10	1 Service	Every 6 months	Guardian Suppression Inspection (performed twice per year)	\$80.00		
11	1 Service	Continuous	Fire Alarm Monitoring (Invoiced once per year)	\$600.00		
12	1 Service	Once per year	Fire Alarm Inspection	\$300.00		
13	1 Service	Once per year	Sprinkler System Inspection	\$422.00		
14	1 Service	Once per year	Backflow Testing	\$70.00		
15	1 Service	Not Applicable	Service Charge (One (1) charge per facility per day)	\$0.00		
16	1 Hour	Not Applicable	Hourly rate for non-routine/major component failure repair work	\$85.00		
Total Bid Price				\$1,684.50	\$0.00	\$0.00

Line item 16 is not included in the total bid price. Total Bid Price is the Sum of Lines 1-15. During bid evaluation it became apparent that the line item numbers on the bid form were not correct. Purchasing has corrected this during bid evaluation.

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

RESOLUTION NO. _____

A RESOLUTION AWARDED BID IFB-24-25 TO ADVANTAGE SECURITY TECHNOLOGIES, LLC. FOR THE CITY-WIDE ROUTINE FIRE ALARM, SPRINKLER SYSTEM, FIRE EXTINGUISHER AND VENT HOOD INSPECTIONS, AND FIRE ALARM MONITORING; AND FOR OTHER PURPOSES.

WHEREAS, Advantage Security Technologies, LLC. was the lowest qualified bidder for bid IFB-24-25;

WHEREAS, this contract covers routine fire alarm, sprinkler system, fire extinguisher and vent hood inspections, and fire alarm monitoring, available for city-wide use based on each departments budget for this service at unit pricing;

WHEREAS, the term of the contact will be for an initial one-year term, renewable annually upon mutual written agreement via amendment for a total maximum term not to exceed three years; 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 Advantage Security Technologies, LLC., for city-wide routine fire alarm, sprinkler system, fire extinguisher and vent hood inspections, and fire alarm monitoring, at a per unit price, for a one-year term renewable for a total not to exceed three years;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	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:	Resolution to award bid IFB-24-44 Emergency Debris Removal and Disaster Recovery Services
Action Recommendation & Justification:	Resolution to award bid IFB-24-44 Emergency Debris Removal and Disaster Recovery Services to Looks Great Services of MS, Inc. per the unit prices attached, in an amount not to exceed \$7,096,600.00. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Looks Great Services of MS, Inc. is the low, responsive bidder. This contract covers debris removal from damage left by the May 26, 2024, tornado and severe storm event on a per unit price, not to exceed the total bid amount. Debris removal will be managed by the City's grant management consultant, Thompson Consulting, Inc., per the contract approved at the June 3, 2024, City Council meeting.
Amount for Approval:	\$ 6,796,600.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

101010-43710	Contracts	\$ 6,796,600.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

\$300,000.00 is left of the budget adjustment from the June 3, 2024 CC meeting. Only \$6,796,600.00 needs to now be adjusted.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



BID TABULATION
IFB-24-44 Emergency Debris Removal and Disaster Recovery Services
City of Bentonville, Arkansas
Bids Received Monday, June 10, 2024 at 1:00 PM

IFB-24-44 Emergency Debris Removal and Disaster Recovery Services					Crowder Gulf		DRC Emergency Services		Looks Great Services		CTC Disaster Response		White Rock Masonry, LLC		TRS Enterprises, Inc.	
Item No.	Description	Additional Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL		CY	150,000	\$ 7.40	\$ 1,110,000.00	\$ 6.95	\$ 1,042,500.00	\$ 12.45	\$ 1,867,500.00	\$ 5.60	\$ 840,000.00	\$ 8.50	\$ 1,275,000.00	\$ 6.25	\$ 937,500.00
2	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS		CY	15,000	\$ 7.40	\$ 111,000.00	\$ 6.95	\$ 104,250.00	\$ 12.45	\$ 186,750.00	\$ 5.60	\$ 84,000.00	\$ 7.43	\$ 111,450.00	\$ 7.25	\$ 108,750.00
2A	REMOVAL OF C&D DEBRIS FROM ROW AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY the City, tipping fees will be a pass through cost to the City.(NON DMS OPTION)		CY	15,000	\$ 11.00	\$ 165,000.00	\$ 7.28	\$ 109,200.00	\$ 14.45	\$ 216,750.00	\$ 5.60	\$ 84,000.00	\$ 8.49	\$ 127,350.00	\$ 7.75	\$ 116,250.00
3	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM PARKS TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL		CY	50,000	\$ 18.00	\$ 900,000.00	\$ 6.95	\$ 347,500.00	\$ 12.45	\$ 622,500.00	\$ 5.60	\$ 280,000.00	\$ 20.00	\$ 1,000,000.00	\$ 6.75	\$ 337,500.00
4	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM RECREATIONAL TRAILS TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL.		CY	25,000	\$ 34.00	\$ 850,000.00	\$ 6.95	\$ 173,750.00	\$ 12.45	\$ 311,250.00	\$ 7.95	\$ 198,750.00	\$ 20.00	\$ 500,000.00	\$ 7.50	\$ 187,500.00
5	DMS SITE MANAGEMENT AND REDUCTION OF VEGETATION BY GRINDING, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or City.		CY	225,000	\$ 3.90	\$ 877,500.00	\$ 3.62	\$ 814,500.00	\$ 2.00	\$ 450,000.00	\$ 2.95	\$ 663,750.00	\$ 3.94	\$ 886,500.00	\$ 3.75	\$ 843,750.00
6	DMS SITE MANAGEMENT AND REDUCTION OF VEGETATION BY AIR CURTAIN BURNING, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or City.		CY	225,000	\$ 2.90	\$ 652,500.00	\$ 2.22	\$ 499,500.00	\$ 1.50	\$ 337,500.00	\$ 1.60	\$ 360,000.00	\$ 1.53	\$ 344,250.00	\$ 2.75	\$ 618,750.00
7	DMS SITE MANAGEMENT AND REDUCTION OF C&D DEBRIS BY GRINDING OR MECHANICAL COMPACTION, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or City.		CY	15,000	\$ 3.90	\$ 58,500.00	\$ 1.42	\$ 21,300.00	\$ 1.50	\$ 22,500.00	\$ 0.01	\$ 150.00	\$ 5.00	\$ 75,000.00	\$ 1.50	\$ 22,500.00
8A	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO ITS FINAL DESTINATION City specified. Tipping fees shall be a pass through cost to the City.	0 - 30 Miles	CY	11,250	\$ 4.00	\$ 45,000.00	\$ 3.65	\$ 41,062.50	\$ 6.00	\$ 67,500.00	\$ 4.00	\$ 45,000.00	\$ 4.65	\$ 52,312.50	\$ 4.50	\$ 50,625.00
8A	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO ITS FINAL DESTINATION City specified. Tipping fees shall be a pass through cost to the City.	30 - 60 Miles	CY	22,500	\$ 5.00	\$ 112,500.00	\$ 5.25	\$ 118,125.00	\$ 7.00	\$ 157,500.00	\$ 4.00	\$ 90,000.00	\$ 5.48	\$ 123,300.00	\$ 4.75	\$ 106,875.00
8A	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO ITS FINAL DESTINATION City specified. Tipping fees shall be a pass through cost to the City.	Greater than 60 Miles	CY	22,500	\$ 6.00	\$ 135,000.00	\$ 6.50	\$ 146,250.00	\$ 8.00	\$ 180,000.00	\$ 4.00	\$ 90,000.00	\$ 6.57	\$ 147,825.00	\$ 5.00	\$ 112,500.00
8B	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING (ASH) FROM DMS TO APPROVED LANDFILL AS DIRECTED BY the City. Tipping fees shall be a pass through cost to the City.	0 - 30 Miles	CY	4,500	\$ 5.00	\$ 22,500.00	\$ 3.65	\$ 16,425.00	\$ 9.00	\$ 40,500.00	\$ 5.00	\$ 22,500.00	\$ 21.90	\$ 98,550.00	\$ 4.50	\$ 20,250.00
8B	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING (ASH) FROM DMS TO APPROVED LANDFILL AS DIRECTED BY the City. Tipping fees shall be a pass through cost to the City.	30 - 60 Miles	CY	9,000	\$ 6.00	\$ 54,000.00	\$ 5.25	\$ 47,250.00	\$ 10.00	\$ 90,000.00	\$ 5.00	\$ 45,000.00	\$ (10.00)	\$ (90,000.00)	\$ 4.75	\$ 42,750.00
8B	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING (ASH) FROM DMS TO APPROVED LANDFILL AS DIRECTED BY the City. Tipping fees shall be a pass through cost to the City.	Greater than 60 Miles	CY	9,000	\$ 7.00	\$ 63,000.00	\$ 6.50	\$ 58,500.00	\$ 11.00	\$ 99,000.00	\$ 5.00	\$ 45,000.00	\$ (10.00)	\$ (90,000.00)	\$ 5.00	\$ 45,000.00
9	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL. Tipping fees shall be a pass through cost to the City.	0 - 30 Miles	CY	2,100	\$ 4.50	\$ 9,450.00	\$ 3.65	\$ 7,665.00	\$ 7.00	\$ 14,700.00	\$ 4.00	\$ 8,400.00	\$ 5.75	\$ 12,075.00	\$ 4.50	\$ 9,450.00

9	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL. Tipping fees shall be a pass through cost to the City.	30 - 60 Miles	CY	4,200	\$ 5.50	\$ 23,100.00	\$ 5.25	\$ 22,050.00	\$ 8.00	\$ 33,600.00	\$ 4.00	\$ 16,800.00	\$ 6.57	\$ 27,594.00	\$ 4.75	\$ 19,950.00
9	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL. Tipping fees shall be a pass through cost to the City.	Greater than 60 Miles	CY	4,200	\$ 7.00	\$ 29,400.00	\$ 6.50	\$ 27,300.00	\$ 9.00	\$ 37,800.00	\$ 4.00	\$ 16,800.00	\$ 7.67	\$ 32,214.00	\$ 5.00	\$ 21,000.00
10A	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove hazardous hanging limbs 2" or greater in diameter as directed by the City and place them on ROW.		Tree	10,000	\$ 50.00	\$ 500,000.00	\$ 74.50	\$ 745,000.00	\$ 30.00	\$ 300,000.00	\$ 65.00	\$ 650,000.00	\$ 85.41	\$ 854,100.00	\$ 88.00	\$ 880,000.00
10B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees in the size categories listed and place them on the ROW. All tree work will be completed flush cut with ground.	6 inches to 23.99 inches diameter	Tree	1,000	\$ 75.00	\$ 75,000.00	\$ 120.00	\$ 120,000.00	\$ 60.00	\$ 60,000.00	\$ 90.00	\$ 90,000.00	\$ 191.63	\$ 191,630.00	\$ 100.00	\$ 100,000.00
10B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees in the size categories listed and place them on the ROW. All tree work will be completed flush cut with ground.	24 inches to 35.99 inches diameter	Tree	1,000	\$ 115.00	\$ 115,000.00	\$ 190.00	\$ 190,000.00	\$ 60.00	\$ 60,000.00	\$ 130.00	\$ 130,000.00	\$ 503.70	\$ 503,700.00	\$ 200.00	\$ 200,000.00
10B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees in the size categories listed and place them on the ROW. All tree work will be completed flush cut with ground.	36 inches to 47.99 inches diameter	Tree	500	\$ 175.00	\$ 87,500.00	\$ 250.00	\$ 125,000.00	\$ 60.00	\$ 30,000.00	\$ 130.00	\$ 65,000.00	\$ 700.80	\$ 350,400.00	\$ 300.00	\$ 150,000.00
10B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees in the size categories listed and place them on the ROW. All tree work will be completed flush cut with ground.	≥ 48 inches diameter	Tree	250	\$ 240.00	\$ 60,000.00	\$ 295.00	\$ 73,750.00	\$ 60.00	\$ 15,000.00	\$ 230.00	\$ 57,500.00	\$ 700.80	\$ 175,200.00	\$ 400.00	\$ 100,000.00
10C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the ROW. Work will also include filling the root ball hole.	6 inches to 23.99 inches diameter	Tree	1,000	\$ 100.00	\$ 100,000.00	\$ 120.00	\$ 120,000.00	\$ 60.00	\$ 60,000.00	\$ 90.00	\$ 90,000.00	\$ 5.48	\$ 5,480.00	\$ 100.00	\$ 100,000.00
10C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the ROW. Work will also include filling the root ball hole.	24 inches to 35.99 inches diameter	Tree	1,000	\$ 200.00	\$ 200,000.00	\$ 190.00	\$ 190,000.00	\$ 60.00	\$ 60,000.00	\$ 130.00	\$ 130,000.00	\$ 5.48	\$ 5,480.00	\$ 200.00	\$ 200,000.00
10C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the ROW. Work will also include filling the root ball hole.	36 inches to 47.99 inches diameter	Tree	500	\$ 300.00	\$ 150,000.00	\$ 250.00	\$ 125,000.00	\$ 60.00	\$ 30,000.00	\$ 130.00	\$ 65,000.00	\$ 5.48	\$ 2,740.00	\$ 300.00	\$ 150,000.00
10C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the ROW. Work will also include filling the root ball hole.	≥ 48 inches diameter	Tree	250	\$ 400.00	\$ 100,000.00	\$ 295.00	\$ 73,750.00	\$ 60.00	\$ 15,000.00	\$ 230.00	\$ 57,500.00	\$ 5.48	\$ 1,370.00	\$ 400.00	\$ 100,000.00
11	EXCAVATION/REMOVAL OF PARTIALLY UPROOTED STUMPS. This includes partially uprooted stumps requiring extraction, with 50% or more of the root-ball exposed. Diameter is measured at 2' above ground level. Price is to include extraction, transport, disposal, and filling the root-ball hole. Stumps placed on the ROW or not requiring extraction and all stumps under 24" in diameter at 2' above ground will be hauled as vegetative debris, under line item 2. Contactor shall backfill holes and ruts left by excavation of the stump.	24 inches to 35.99 inches diameter	Stump	50	\$ 220.00	\$ 11,000.00	\$ 150.00	\$ 7,500.00	\$ 1,200.00	\$ 60,000.00	\$ 100.00	\$ 5,000.00	\$ 547.50	\$ 27,375.00	\$ 275.00	\$ 13,750.00
11	EXCAVATION/REMOVAL OF PARTIALLY UPROOTED STUMPS. This includes partially uprooted stumps requiring extraction, with 50% or more of the root-ball exposed. Diameter is measured at 2' above ground level. Price is to include extraction, transport, disposal, and filling the root-ball hole. Stumps placed on the ROW or not requiring extraction and all stumps under 24" in diameter at 2' above ground will be hauled as vegetative debris, under line item 2. Contactor shall backfill holes and ruts left by excavation of the stump.	36 inches to 47.99 inches diameter	Stump	50	\$ 290.00	\$ 14,500.00	\$ 250.00	\$ 12,500.00	\$ 1,200.00	\$ 60,000.00	\$ 100.00	\$ 5,000.00	\$ 821.25	\$ 41,062.50	\$ 375.00	\$ 18,750.00

11	EXCAVATION/REMOVAL OF PARTIALLY UPROOTED STUMPS. This includes partially uprooted stumps requiring extraction, with 50% or more of the root-ball exposed. Diameter is measured at 2' above ground level. Price is to include extraction, transport, disposal, and filling the root-ball hole. Stumps placed on the ROW or not requiring extraction and all stumps under 24" in diameter at 2' above ground will be hauled as vegetative debris, under line item 2. Contactor shall backfill holes and ruts left by excavation of the stump.	≥ 48 inches diameter	Stump	50	\$ 380.00	\$ 19,000.00	\$ 295.00	\$ 14,750.00	\$ 1,200.00	\$ 60,000.00	\$ 100.00	\$ 5,000.00	\$ 1,095.00	\$ 54,750.00	\$ 475.00	\$ 23,750.00
12A	REMOVAL OF HAZARDOUS LIMBS FROM CITY PARKS. The Contractor shall remove hazardous hanging limbs 2" or greater in diameter as directed by the City and place them in the PARK.		Tree	10,000	\$ 65.00	\$ 650,000.00	\$ 84.50	\$ 845,000.00	\$ 30.00	\$ 300,000.00	\$ 65.00	\$ 650,000.00	\$ 1.00	\$ 10,000.00	\$ 88.00	\$ 880,000.00
12B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees in the size categories listed and place them in the PARK. All tree work will be completed flush cut with ground.	6 inches to 23.99 inches diameter	Tree	1,000	\$ 75.00	\$ 75,000.00	\$ 140.00	\$ 140,000.00	\$ 60.00	\$ 60,000.00	\$ 90.00	\$ 90,000.00	\$ 280.00	\$ 280,000.00	\$ 100.00	\$ 100,000.00
12B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees in the size categories listed and place them in the PARK. All tree work will be completed flush cut with ground.	24 inches to 35.99 inches diameter	Tree	1,000	\$ 115.00	\$ 115,000.00	\$ 210.00	\$ 210,000.00	\$ 60.00	\$ 60,000.00	\$ 130.00	\$ 130,000.00	\$ 384.00	\$ 384,000.00	\$ 200.00	\$ 200,000.00
12B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees in the size categories listed and place them in the PARK. All tree work will be completed flush cut with ground.	36 inches to 47.99 inches diameter	Tree	500	\$ 175.00	\$ 87,500.00	\$ 270.00	\$ 135,000.00	\$ 60.00	\$ 30,000.00	\$ 130.00	\$ 65,000.00	\$ 800.00	\$ 400,000.00	\$ 300.00	\$ 150,000.00
12B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees in the size categories listed and place them in the PARK. All tree work will be completed flush cut with ground.	≥ 48 inches diameter	Tree	250	\$ 240.00	\$ 60,000.00	\$ 315.00	\$ 78,750.00	\$ 60.00	\$ 15,000.00	\$ 230.00	\$ 57,500.00	\$ 533.27	\$ 133,317.50	\$ 400.00	\$ 100,000.00
12C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the PARK. Work will also include filling the root ball hole.	6 inches to 23.99 inches diameter	Tree	1,000	\$ 150.00	\$ 150,000.00	\$ 140.00	\$ 140,000.00	\$ 60.00	\$ 60,000.00	\$ 90.00	\$ 90,000.00	\$ 280.00	\$ 280,000.00	\$ 100.00	\$ 100,000.00
12C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the PARK. Work will also include filling the root ball hole.	24 inches to 35.99 inches diameter	Tree	1,000	\$ 250.00	\$ 250,000.00	\$ 210.00	\$ 210,000.00	\$ 60.00	\$ 60,000.00	\$ 130.00	\$ 130,000.00	\$ 384.00	\$ 384,000.00	\$ 200.00	\$ 200,000.00
12C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the PARK. Work will also include filling the root ball hole.	36 inches to 47.99 inches diameter	Tree	500	\$ 350.00	\$ 175,000.00	\$ 270.00	\$ 135,000.00	\$ 60.00	\$ 30,000.00	\$ 130.00	\$ 65,000.00	\$ 800.00	\$ 400,000.00	\$ 300.00	\$ 150,000.00
12C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the PARK. Work will also include filling the root ball hole.	≥ 48 inches diameter	Tree	250	\$ 450.00	\$ 112,500.00	\$ 315.00	\$ 78,750.00	\$ 60.00	\$ 15,000.00	\$ 230.00	\$ 57,500.00	\$ 533.27	\$ 133,317.50	\$ 400.00	\$ 100,000.00
13A	REMOVAL OF HAZARDOUS LIMBS FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous hanging limbs 2" or greater in diameter as directed by the City.		Tree	15,000	\$ 75.00	\$ 1,125,000.00	\$ 84.50	\$ 1,267,500.00	\$ 30.00	\$ 450,000.00	\$ 65.00	\$ 975,000.00	\$ 1.00	\$ 15,000.00	\$ 88.00	\$ 1,320,000.00
13B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees in the size categories listed. All tree work will be completed flush cut with ground.	6 inches to 23.99 inches diameter	Tree	1,500	\$ 75.00	\$ 112,500.00	\$ 140.00	\$ 210,000.00	\$ 60.00	\$ 90,000.00	\$ 90.00	\$ 135,000.00	\$ 280.00	\$ 420,000.00	\$ 100.00	\$ 150,000.00
13B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees in the size categories listed. All tree work will be completed flush cut with ground.	24 inches to 35.99 inches diameter	Tree	1,500	\$ 115.00	\$ 172,500.00	\$ 210.00	\$ 315,000.00	\$ 60.00	\$ 90,000.00	\$ 130.00	\$ 195,000.00	\$ 384.00	\$ 576,000.00	\$ 200.00	\$ 300,000.00
13B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees in the size categories listed. All tree work will be completed flush cut with ground.	36 inches to 47.99 inches diameter	Tree	500	\$ 175.00	\$ 87,500.00	\$ 270.00	\$ 135,000.00	\$ 60.00	\$ 30,000.00	\$ 130.00	\$ 65,000.00	\$ 800.00	\$ 400,000.00	\$ 300.00	\$ 150,000.00
13B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees in the size categories listed. All tree work will be completed flush cut with ground.	≥ 48 inches diameter	Tree	250	\$ 240.00	\$ 60,000.00	\$ 315.00	\$ 78,750.00	\$ 60.00	\$ 15,000.00	\$ 230.00	\$ 57,500.00	\$ 533.27	\$ 133,317.50	\$ 400.00	\$ 100,000.00

13C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed. Work will also include filling the root ball hole.	6 inches to 23.99 inches diameter	Tree	1,500	\$ 200.00	\$ 300,000.00	\$ 140.00	\$ 210,000.00	\$ 60.00	\$ 90,000.00	\$ 90.00	\$ 135,000.00	\$ 280.00	\$ 420,000.00	\$ 100.00	\$ 150,000.00
13C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed. Work will also include filling the root ball hole.	24 inches to 35.99 inches diameter	Tree	1,500	\$ 300.00	\$ 450,000.00	\$ 210.00	\$ 315,000.00	\$ 60.00	\$ 90,000.00	\$ 130.00	\$ 195,000.00	\$ 384.00	\$ 576,000.00	\$ 200.00	\$ 300,000.00
13C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed. Work will also include filling the root ball hole.	36 inches to 47.99 inches diameter	Tree	500	\$ 350.00	\$ 175,000.00	\$ 270.00	\$ 135,000.00	\$ 60.00	\$ 30,000.00	\$ 130.00	\$ 65,000.00	\$ 800.00	\$ 400,000.00	\$ 300.00	\$ 150,000.00

13C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed. Work will also include filling the root ball hole.	≥ 48 inches diameter	Tree	250	\$ 450.00	\$ 112,500.00	\$ 315.00	\$ 78,750.00	\$ 60.00	\$ 15,000.00	\$ 230.00	\$ 57,500.00	\$ 533.27	\$ 133,317.50	\$ 400.00	\$ 100,000.00
14	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect, transport, and dispose household hazardous wastes in accordance with state and federal requirements. Disposal location to be pre-approved by the City before use. [Tipping fees to be a pass through cost to the City. Fees must be approved in writing prior to commencement of work]		LB	2,000	\$ 9.00	\$ 18,000.00	\$ 3.95	\$ 7,900.00	\$ 5.00	\$ 10,000.00	\$ 0.01	\$ 20.00	\$ 1.10	\$ 2,200.00	\$ 2.00	\$ 4,000.00
15	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.		Unit	250	\$ 80.00	\$ 20,000.00	\$ 25.00	\$ 6,250.00	\$ 35.00	\$ 8,750.00	\$ 0.01	\$ 2.50	\$ 10.95	\$ 2,737.50	\$ 45.00	\$ 11,250.00
16	REMOVAL, HAULING, OF ELECTRONIC WASTES (E_WASTE). The Contractor shall collect, transport, and dispose e-waste in accordance with state and federal requirements. Disposal location to be pre-approved by the City before use.		Unit	500	\$ 40.00	\$ 20,000.00	\$ 5.00	\$ 2,500.00	\$ 5.00	\$ 2,500.00	\$ 0.01	\$ 5.00	\$ 5.48	\$ 2,740.00	\$ 5.00	\$ 2,500.00
TOTAL BID PRICE					\$ 10,978,450.00	\$ 10,128,527.50	\$ 7,096,600.00	\$ 7,455,177.50	\$ 12,332,655.50	\$ 10,354,900.00						
									Line Item 8B (0 - 30 Miles) Extended Price and Total Bid Price corrected during bid evaluation.							
purchasing@bentonvillear.com - (479) 271-3115																

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-24-44 TO LOOKS GREAT SERVICES OF MS, INC., FOR EMERGENCY DEBRIS REMOVAL AND DISASTER RECOVERY SERVICES, PER UNIT PRICING, NOT TO EXCEED THE TOTAL BID AMOUNT OF SEVEN MILLION NINETY-SIX THOUSAND SIX HUNDRED DOLLARS (\$7,096, 600.00); AMENDING THE 2024 BUDGET TO APPROPRIATE SIX MILLION SEVEN HUNDRED NINETY-SIX THOUSAND SIX HUNDRED DOLLARS (6,796,600.00) FROM GENERL FUND INTO ACCOUNT #101010-43710 - CONTRACTS; AND FOR OTHER PURPOSES.

WHEREAS, Looks Good Services of MS, Inc. was the lowest qualified bidder for bid IFB-24-44;

WHEREAS, this contract covers debris removal from damage left by the May 26, 2024, tornado and severe storm event on a per unit price, not to exceed the total bid amount; and

WHEREAS, debris removal will be managed by the City's grant management consultant, Thompson Consulting, Inc., per the contract approved at the June 3, 2024, City Council meeting; and

WHEREAS, City Council previously approved a budget adjustment, in the amount of five hundred thousand dollars (\$500,000.00), the remaining three hundred thousand dollars (\$300,000.00) will be used to fund this agreement; therefore, a budget adjustment in the amount of six million seven hundred ninety-six thousand six hundred dollars (\$6,796,600.00) is needed for the balance.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Looks Great Services MS, Inc., for emergency debris removal and disaster recovery services, for the City of Bentonville, at a per unit price, not to exceed the total bid amount of seven million ninety-six thousand six hundred dollars (\$7,096,600.00);

Section 2: The 2024 Budget is hereby adjusted to appropriate six million seven hundred ninety-six thousand six hundred dollars (\$6,796,600.00) from General Fund into Account #101010-43710 – Contracts;

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 _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



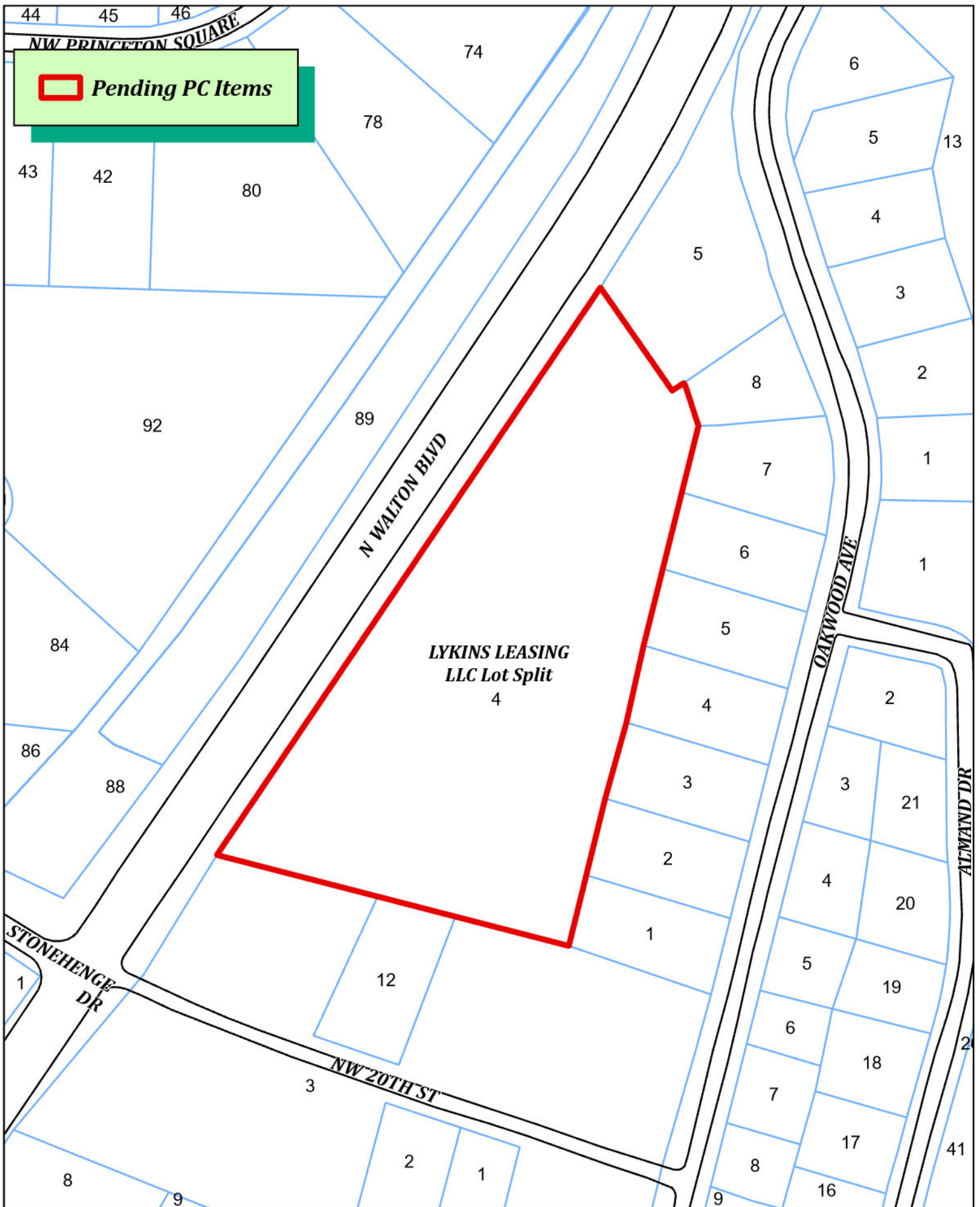
Consent Agenda Item [LS24-0011](#)

For the Planning Commission meeting on June 11, 2024

Details

Lot Split: Lots 6-9 of Morrison Heights Subdivision, Lykins Leasing LLC, North Walton Boulevard, C-2, General Commercial, *LS24-0011*

A lot split of existing Lot 4 of Morrison Heights Subdivision, creating new Lots 6-9 of Morrison Heights Subdivision. Per the requirements of the current Master Street Plan, the existing right-of-way is adequate along North Walton Boulevard (U.S. Highway 71). The plat will dedicate a 50' cross access easement to serve Lots 6-9.



LOT SPLIT OF EXISTING LOT 4
CREATING NEW LOTS 6-9 OF MORRISON HEIGHTS SUBDIVISION
NORTH WALTON BOULEVARD, BENTONVILLE, ARKANSAS 72712
BENTON COUNTY
SEE SHEET 2 OF 2 FOR DRAWING

RECORD DESCRIPTION

LOT 4, MORRISON HEIGHTS TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 2013 AT PAGE 188.

SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

SURVEY DESCRIPTION

LOT 6
A PART OF LOT 4, MORRISON HEIGHTS TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 2013 AT PAGE 188, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" IRON PIN, MARKING THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N75°28'01"W 456.90 FEET TO A FOUND 1/2" IRON PIN MARKING THE EAST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE N33°12'49"E 127.71 FEET TO A FOUND RIGHT-OF-WAY MARKER; THENCE N 34°01'36"E 21.64 FEET TO A SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; THENCE LEAVING SAID RIGHT-OF-WAY LINE S75°28'01"E 407.35 FEET TO A SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; THENCE S13°57'15"W 141.39 FEET TO THE POINT OF BEGINNING. CONTAINING 1.403 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT 7
A PART OF LOT 4, MORRISON HEIGHTS TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 2013 AT PAGE 188, ALSO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" IRON PIN, MARKING THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N13°57'15"E 141.39 FEET TO A SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; MARKING THE TRUE POINT OF BEGINNING; THENCE N75°28'01"W 407.35 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659" MARKING THE EAST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE N34°01'36"E 171.15 FEET TO A SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; THENCE LEAVING SAID RIGHT-OF-WAY LINE S75°28'01"E 348.61 FEET TO A SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; THENCE S13°57'15"W 161.35 FEET TO THE POINT OF BEGINNING. CONTAINING 1.400 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT 8
A PART OF LOT 4, MORRISON HEIGHTS TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 2013 AT PAGE 188, ALSO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" IRON PIN, MARKING THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N13°57'15"E 302.74 FEET TO A SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; MARKING THE TRUE POINT OF BEGINNING; THENCE N75°28'01"W 348.61 FEET TO A SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808" MARKING THE EAST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE N34°01'36"E 206.58 FEET TO A SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; THENCE LEAVING SAID RIGHT-OF-WAY LINE S75°28'01"E 277.70 FEET TO A SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808"; THENCE S13°57'15"W 194.75 FEET TO THE POINT OF BEGINNING. CONTAINING 1.400 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT 9
A PART OF LOT 4, MORRISON HEIGHTS TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 2013 AT PAGE 188, ALSO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" IRON PIN, MARKING THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N13°57'15"E 497.49 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659", MARKING THE TRUE POINT OF BEGINNING; THENCE N75°28'01"W 277.70 FEET TO A SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808" MARKING THE EAST RIGHT-OF-WAY LINE OF NORTH WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE N34°01'36" E 100.53 FEET TO A FOUND RIGHT-OF-WAY MARKER; THENCE N33°02'53"E 167.51 FEET TO A FOUND RIGHT-OF-WAY MARKER; THENCE N34°56'08"E 74.58 FEET TO A FOUND 1/2" IRON PIN; THENCE LEAVING SAID RIGHT-OF-WAY LINE S34°49'49"E 159.33 FEET TO A FOUND 1/2" IRON PIN; THENCE N56°44'37"E 20.00 FEET TO A FOUND 1/2" IRON PIN; THENCE S16°59'38"E 54.93 FEET TO A FOUND 1/2" IRON PIN; THENCE S13°57'15"W 187.75 FEET TO THE POINT OF BEGINNING. CONTAINING 1.389 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

MISCELLANEOUS NOTES

COMPLETED FIELD WORK:
AUGUST 24, 2023.

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILE NO. L202152035.
2. SURVEY PLAT FILED IN PLAT BOOK 2013 AT PAGE 188.

BASIS OF BEARING:
THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

APPROVAL OF THE PLAT DOES NOT CARRY ANY ASSURANCES THAT THE TRACT OR TRACTS WILL QUALIFY FOR A SEPTIC SYSTEM PERMIT FROM THE ARKANSAS HEALTH DEPARTMENT.

APPROVAL OF THIS PLAN DOES NOT IN ANY WAY INDICATE THAT ANY OF THE LOTS ON THIS PLAN ARE BUILDABLE ACCORDING TO THE PLANNING REGULATIONS OF BENTON COUNTY, ARKANSAS, NOR AN ENDORSEMENT BY THE PLANNING BOARD OF SAID BUILDABILITY OF SAID LOTS.

ALL BUILDINGS AND SHEDS LOCATED ON THE SUBJECT PROPERTY ARE TO BE REMOVED AT A LATER DATE.

ALL UTILITIES HAVE BEEN FIELD VERIFIED.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

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

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

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

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.

THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

CERTIFICATE OF OWNER:

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: _____
NAME & ADDRESS

SOURCE OF TITLE: D.R. _____ PAGE _____

CERTIFICATE OF SURVEY ACCURACY:

I, DENVER WINCHESTER, 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 _____

DENVER WINCHESTER
REGISTERED LAND SURVEYOR
NO. AR 1808
STATE OF ARKANSAS

CERTIFICATE OF FINAL APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

LAND AREA

(PREVIOUS ACREAGE)
LOT 4, MORRISON HEIGHTS
243,576 ± SQUARE FEET
5.592 ± ACRES

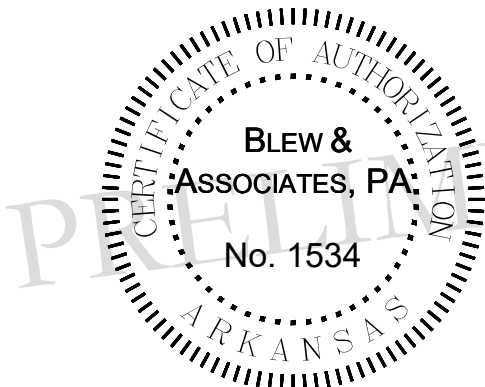
LOT 6
61,114 ± SQUARE FEET
1.403 ± ACRES

LOT 7
60,984 ± SQUARE FEET
1.400 ± ACRES

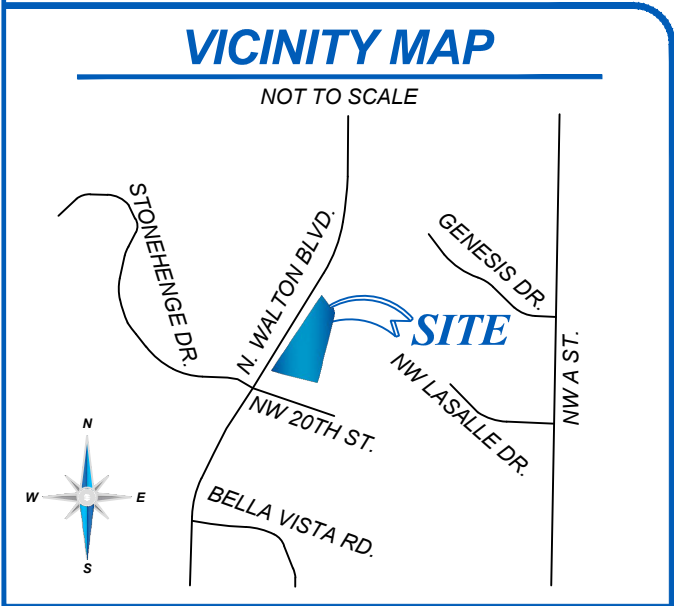
LOT 8
60,984 ± SQUARE FEET
1.400 ± ACRES

LOT 9
60,494 ± SQUARE FEET
1.389 ± ACRES

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 8TH DAY OF APRIL, 2024.



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.



FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0090J, WHICH BEARS AN EFFECTIVE DATE OF 09/28/2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

OWNER/DEVLOPER

JOHN LYKINS
144 HARRISON AVENUE
LOWELL, ARKANSAS 72745
479-366-4913
PARCEL #001-05221-000

SHEET 1 OF 2

DATE	REVISION HISTORY	BY
04/08/2024	PLANNING COMMENTS	TPN

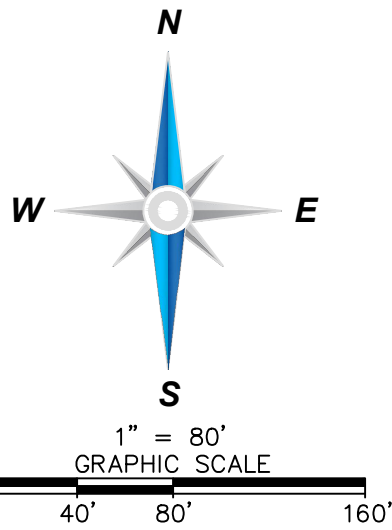
BLEW & ASSOCIATES, P.A.

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 - FAX: 479.582.1883
COM: WWW.BLEWINC.COM

Surveying
Engineering
Mapping

SURVEYOR JOB NUMBER: 23-5634	SURVEY DRAWN BY: DLS - 09/06/2023
SURVEY REVIEWED BY: TPN & JV	SCALE: 1" = 80'
FOR THE USE AND BENEFIT OF: LYKINS LEASING LLC	CITY OF BENTONVILLE PROJECT NUMBER: LS24-0011

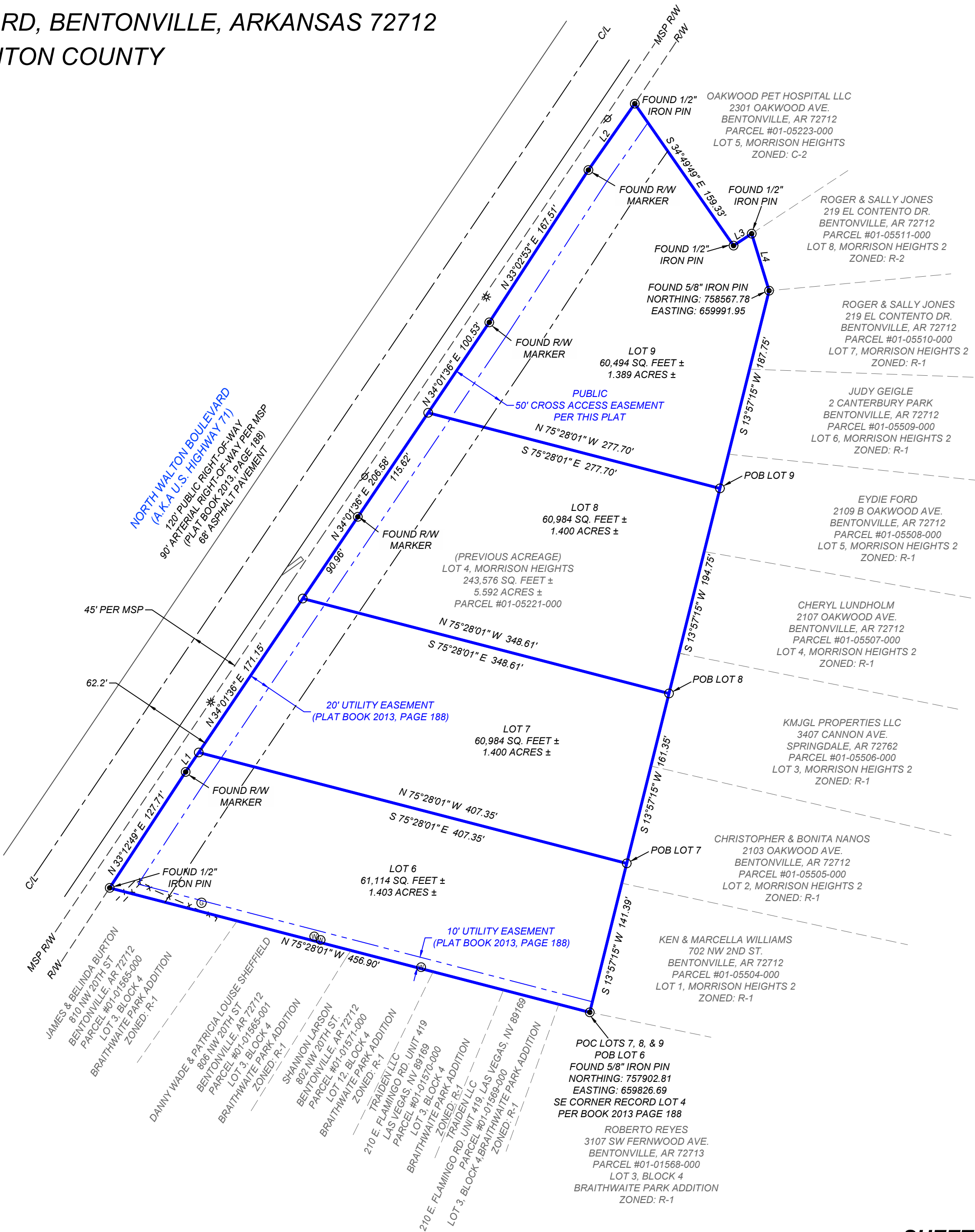
LOT SPLIT OF EXISTING LOT 4
CREATING NEW LOTS 6-9 OF MORRISON HEIGHTS SUBDIVISION
NORTH WALTON BOULEVARD, BENTONVILLE, ARKANSAS 72712
BENTON COUNTY



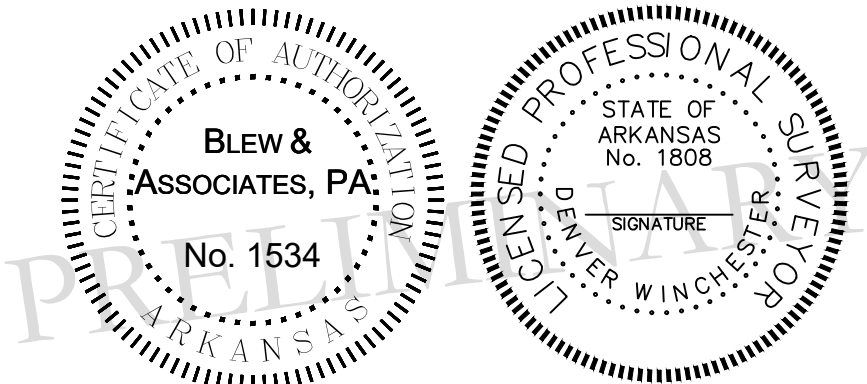
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 34°01'36" E	21.64'
L2	N 34°56'08" E	74.58'
L3	N 56°44'37" E	20.00'
L4	S 16°59'38" E	54.93'

LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR WITH CAP "WINCHESTER AR 1808"
- ⊗ POWER POLE
- ⊙ GAS METER
- * LIGHT POLE
- ⊙ WATER METER
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- MSP MASTER STREET PLAN
- BOUNDARY LINE
- - - EASEMENT LINE
- - - RIGHT-OF-WAY LINE (R/W)
- - - CENTERLINE (C/L)
- x - x - FENCE LINE



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 8TH DAY OF APRIL, 2024.



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.

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 - FAX: 479.582.1883
COM: WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 23-5634	SURVEY DRAWN BY: DLS - 09/06/2023
SURVEY REVIEWED BY: TPN & JV	SCALE: 1" = 80'
FOR THE USE AND BENEFIT OF: LYKINS LEASING LLC	CITY OF BENTONVILLE PROJECT NUMBER: LS24-0011

SHEET 2 OF 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 4 OF MORRISON HEIGHTS
SUBDIVISION CREATING NEW LOTS 6-9 OF MORRISON HEIGHTS
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER
PURPOSES.
(PROJECT NUMBER: LS24-0011)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 4 OF MORRISON HEIGHTS SUBDIVISION creating new LOTS 6-9 OF MORRISON HEIGHTS SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 4, 2024;

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

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

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

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

Section 1: That the lot split of LOT 4 OF MORRISON HEIGHTS SUBDIVISION creating new LOTS 6-9 OF MORRISON HEIGHTS 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 _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item [LS24-0013](#)

For the Planning Commission meeting on June 11, 2024

Details

Property Line Adjustment: A portion of Lots 1 & 2 in Block 2 of tj Hollands Subdivision, HKBGT LLC & AAIGT LLC, 303 Southwest 4th Street, D-E, Downtown Edge, *LS24-0013*

A property line adjustment of a portion of lots 1 & 2 in block 2 of 00419 tj hollands subdivision, creating new lots 24-25 of block 2 of tj hollands subdivision. per the requirements of the current master street plan, the existing right-of-way is adequate along southwest 4th street. the plat will dedicate the following easements: a utility easement to serve lots 24-25, a variable width permanent drainage easement to serve lot 24, a temporary construction easement to serve lot 24, and a public access easement to serve lots 24-25.



Pending PC Item

SW 4TH ST

**Creating
Lots 25, 26**

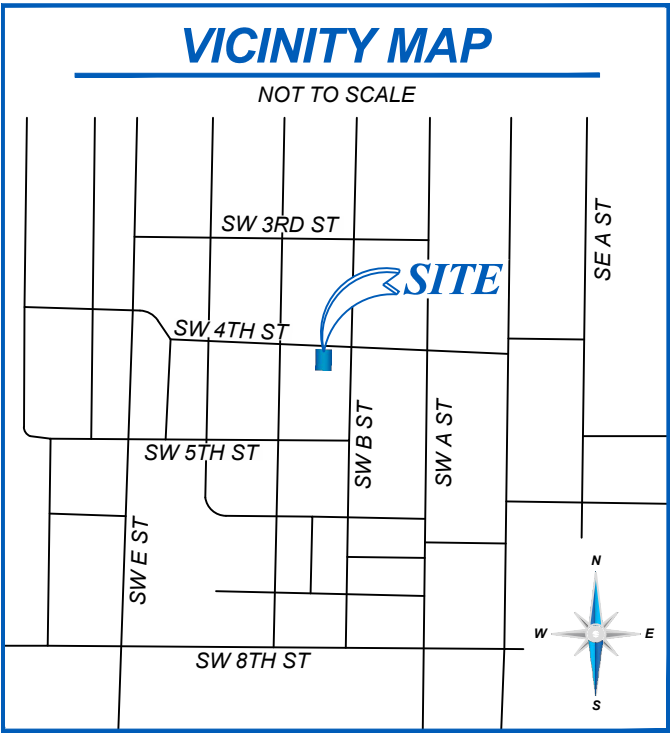
SW C ST

SW B ST



**LS24-0013
TJ Hollands Subdivision
Creating Lots 25,26**





PROPERTY LINE ADJUSTMENT

OF A PORTION OF LOTS 1 & 2 IN BLOCK 2, HOLLAND'S ADDITION
LOCATED IN: SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST
303 SOUTHWEST 4TH STREET, BENTON COUNTY, BENTONVILLE, AR 72712

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-20N-30W-0-31-130-04-1826

COMPLETED FIELD WORK:
MARCH 05, 2024

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DOCUMENT NO. L202174625.
2. SURVEY PLAT FILED IN PLAT BOOK 2 AT PAGE 139.
3. PLAT OF HOLLAND'S ADDITION, TO THE CITY OF BENTONVILLE.

BASIS OF BEARING:
THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS IT PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN, "A STATEMENT SIGNED BY THE PROFESSIONAL LAND SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER IMPLIED OR EXPRESSED."

TO THE SURVEYOR'S KNOWLEDGE, THERE ARE NO KNOWN WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF THE SURVEY.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

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

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER / OWNER AT TIME OF BUILDING PERMIT ISSUANCE. THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

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

THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.

CERTIFICATE OF OWNER:
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: _____
NAME & ADDRESS

SOURCE OF TITLE: D.R. _____ PAGE _____

CERTIFICATE OF SURVEYING ACCURACY:
I, DENVER WINCHESTER, 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

DENVER WINCHESTER
PROFESSIONAL SURVEYOR NO. 1808
STATE OF ARKANSAS
ARKANSAS C.O.A. 1534

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 6/5/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ZONING INFORMATION

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

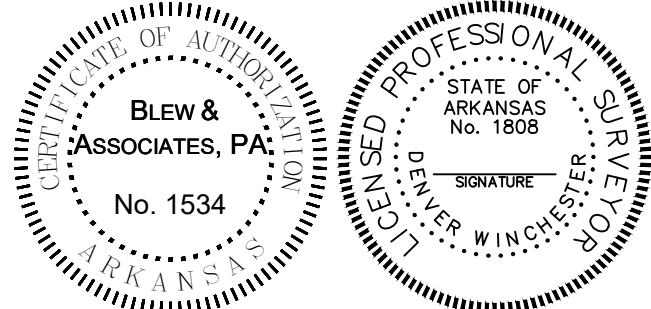
OWNER/DEVELOPER

HKBGT LLC & AAIGT LLC
303 SW 4TH ST.
BENTONVILLE, AR 72712
BENTON COUNTY
HUNTER BANWARTH
HBANWARTH@STOUTSTUFF.US

LAND AREA

7.345± SQUARE FEET
0.169± ACRES

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE _____ DAY OF _____, 2023.



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.

RECORD DESCRIPTION

75 FEET SQUARELY OFF THE WEST SIDE OF LOTS 1 AND 2 IN BLOCK 2, HOLLANDS ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PLAT THEREOF.

SURVEY DESCRIPTION

LOT "24, BLOCK 2" DESCRIPTION
BEING A PORTION OF THE 75' SQUARELY OFF THE WEST SIDE OF LOTS 1 AND 2 IN BLOCK 2, HOLLANDS ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

BEGINNING AT A FOUND 1/2" REBAR SITUATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 4TH STREET (A 60' PUBLIC RIGHT-OF-WAY) AND BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 2, THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S87°32'01"E A DISTANCE OF 30.50' TO A SET 5/8" REBAR WITH CAP INSCRIBED "WINCHESTER AR 1808" AND CONTINUING FOR A TOTAL DISTANCE OF 37.50' TO THE EASTERLY LINE OF THE LOT HEREIN DESCRIBED;

THENCE ALONG THE EASTERLY LINE THEREOF S01°47'16"W A DISTANCE OF 97.95';

THENCE N87°32'01"W A DISTANCE OF 7.00' TO A SET 5/8" REBAR WITH CAP INSCRIBED "WINCHESTER AR 1808" AND CONTINUING FOR A TOTAL DISTANCE OF 37.50' TO A FOUND 1/2" IRON PIPE BEING THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 2 SITUATED ON THE EASTERLY LINE OF A 12' PUBLIC PLATTED ALLEY;

THENCE ALONG THE EASTERLY LINE THEREOF N01°47'16"E A DISTANCE OF 97.95' TO THE POINT OF BEGINNING, CONTAINING 3,678 SQUARE FEET OR 0.084 ACRES, MORE OR LESS.

LOT "25, BLOCK 2" DESCRIPTION
BEING A PORTION OF THE 75' SQUARELY OFF THE WEST SIDE OF LOTS 1 AND 2 IN BLOCK 2, HOLLANDS ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

COMMENCING AT A FOUND 1/2" REBAR SITUATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 4TH STREET (A 60' PUBLIC RIGHT-OF-WAY) AND BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 2, THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S87°32'01"E A DISTANCE OF 30.50' TO A SET 5/8" REBAR WITH CAP INSCRIBED "WINCHESTER AR 1808" AND CONTINUING FOR A TOTAL DISTANCE OF 37.50' TO THE WESTERLY LINE OF THE LOT HEREIN DESCRIBED AND BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING S87°32'01" E A DISTANCE OF 7.00' TO A SET 5/8" REBAR WITH CAP INSCRIBED "WINCHESTER AR 1808" AND CONTINUING FOR A TOTAL DISTANCE OF 37.50' TO A FOUND 5/8" REBAR WITH CAP INSCRIBED "AR 1659 AR 1826";

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE S01°47'16"W A DISTANCE OF 97.95' TO A FOUND 5/8" REBAR WITH CAP INSCRIBED "AR 1659 AR 1826";

THENCE N87°32'01"W A DISTANCE OF 30.50' TO A SET 5/8" REBAR WITH CAP INSCRIBED "WINCHESTER AR 1808" AND CONTINUING FOR A TOTAL DISTANCE OF 37.50' TO THE WESTERLY LINE OF THE LOT HEREIN DESCRIBED;

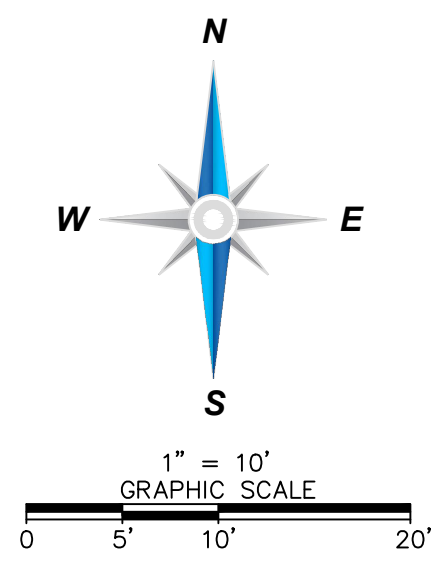
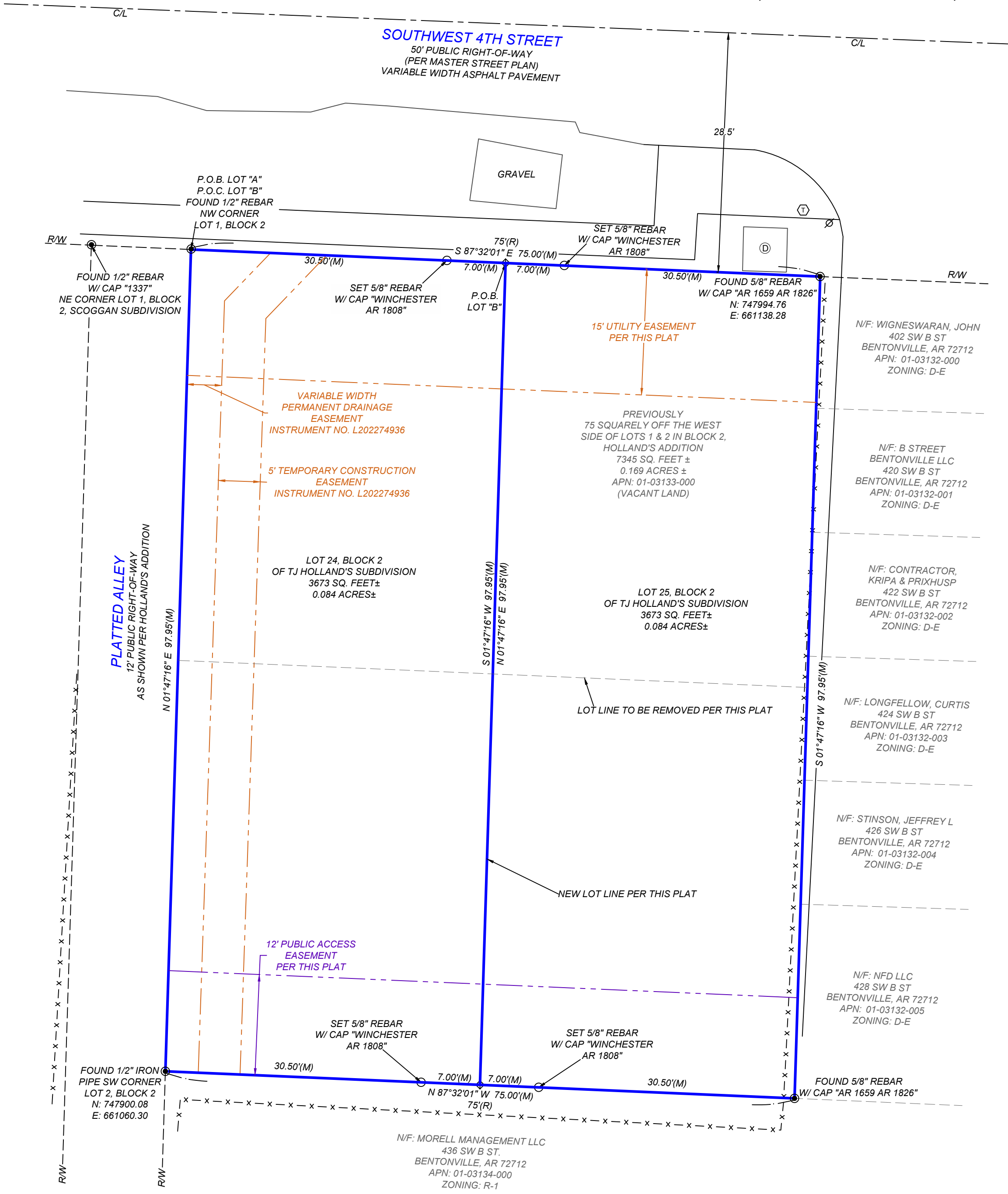
THENCE ALONG THE WESTERLY LINE THEREOF N01°47'16"E A DISTANCE OF 97.95' TO THE POINT OF BEGINNING, CONTAINING 3,678 SQUARE FEET OR 0.084 ACRES, MORE OR LESS.

UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

PROPERTY LINE ADJUSTMENT

OF A PORTION OF LOTS 1 & 2 IN BLOCK 2, HOLLAND'S ADDITION
LOCATED IN: SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST
303 SOUTHWEST 4TH STREET, BENTON COUNTY, BENTONVILLE, AR 72712



- LEGEND & SYMBOLS**
- FOUND MONUMENT (AS NOTED)
 - SET MONUMENT (AS NOTED)
 - ⊕ COMPUTED POINT
 - ⊗ STORM MANHOLE
 - ⊘ POWER POLE
 - ⊕ TELEPHONE PEDESTAL
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - BOUNDARY LINE
 - - - EASEMENT LINE
 - - - RIGHT-OF-WAY LINE (R/W)
 - - - CENTERLINE (C/L)
 - x - x - x - FENCE LINE

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE _____ DAY OF _____, 2023.

CERTIFICATE OF AUTHORIZATION

Blew & Associates, P.A.

No. 1534

ARKANSAS

STATE OF ARKANSAS

No. 1808

SIGNATURE

WINCHESTER

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.

BLEW & ASSOCIATES, P.A.

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
OFFICE: 479.443.4506 - FAX: 479.582.1883
SURVEY@BLEWINC.COM
WWW.BLEWINC.COM

Surveying
Engineering
Mapping

SURVEYOR JOB NUMBER: 24-1307	SURVEY DRAWN BY: CKLS - 03/14/2024
SURVEY REVIEWED BY: JDW	SCALE: 1" = 10'
FOR THE USE AND BENEFIT OF: BOWSER SHATTUCK GROUP LLC	CITY OF BENTONVILLE PROJECT NO.: LS24-0013

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF A PORTION
OF LOTS 1 AND 2, BLOCK 2 OF HOLLAND’S ADDITION CREATING NEW LOTS 24
AND 25, BLOCK 2 OF HOLLAND’S ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS24-0013)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of A PORTION OF LOTS 1 AND 2, BLOCK 2 OF HOLLAND’S ADDITION creating new LOTS 24 AND 25, BLOCK 2 OF HOLLAND’S ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 4, 2024;

WHEREAS, said property line adjustment is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the property line adjustment of A PORTION OF LOTS 1 AND 2, BLOCK 2 OF HOLLAND’S ADDITION creating new LOTS 24 AND 25, BLOCK 2 OF HOLLAND’S 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 property line adjustment by certifying said acceptance on the approved property line adjustment;

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 _____, 2024.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



Consent Agenda Item [LS24-0017](#)

For the Planning Commission meeting on June 11, 2024

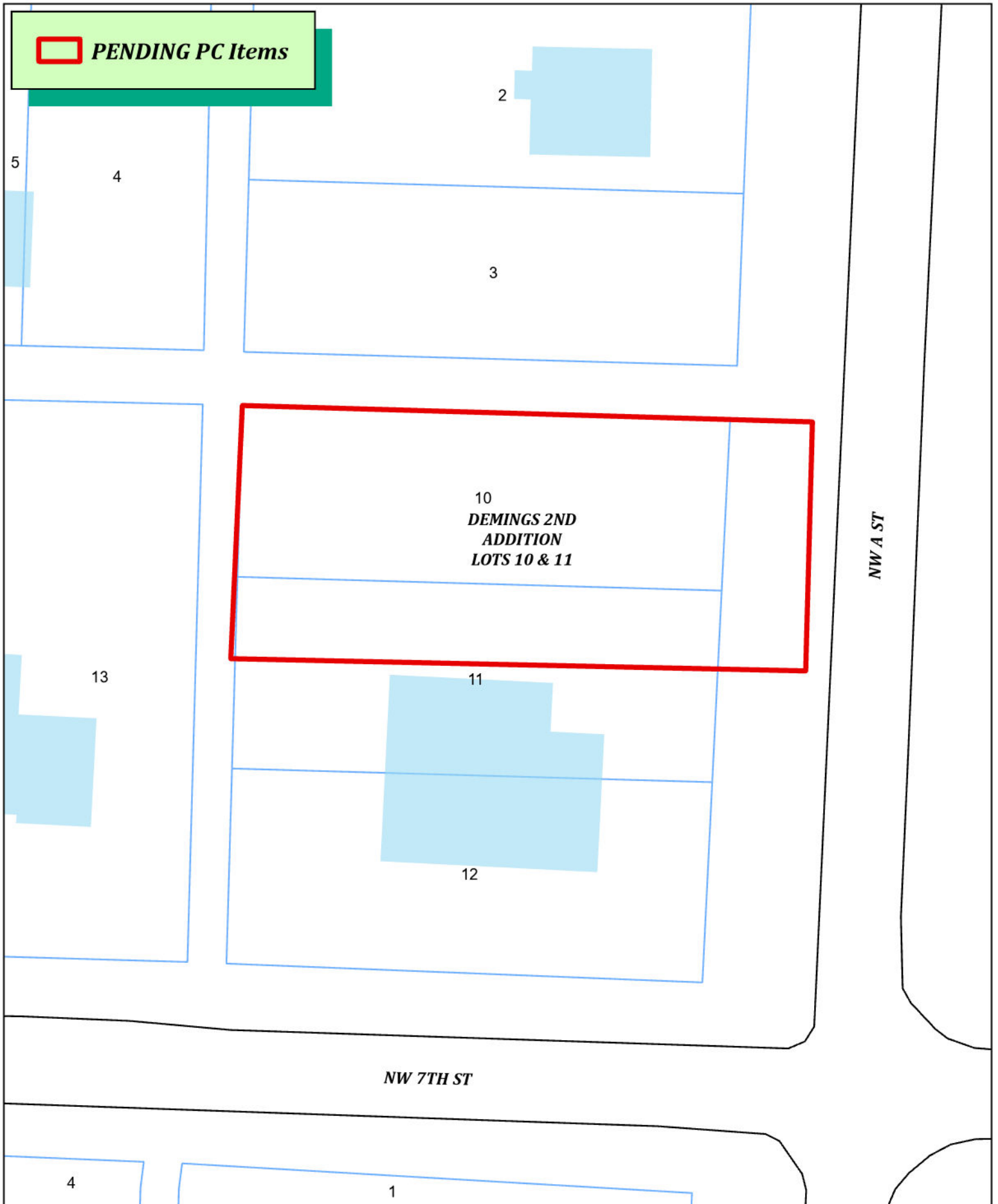
Details

Property Line Adjustment: Lot 15, Block 26 of Deming's Second Addition, Lane-Riggins Trust, 703 Northwest A Street, R-1, Low-Density Single-Family Residential, Downtown High Density Residential, *LS24-0017*

A property line adjustment of all of existing Lot 10 and part of Lot 11, Block 26 of Deming's Second Addition, creating new Lot 15, Block 26 of Deming's Second Addition. Per the requirements of the current Master Street Plan, additional right-of-way is being dedicated along Northwest A Street. The plat will also dedicate a 10' wide utility easement to serve the new lot.



PENDING PC Items



LS24-0017
Demings 2nd Addition Lots 10 & 11
Lot Split



PART OF LOT 4, 5 & 6,
BLOCK 26
DEMING'S SECOND ADD.

PARCEL: 01-02304-000
APPLE, BEATRICE
706 NW B ST
BENTONVILLE, AR 72712
ZONED R-1

6' WOOD FENCE
IPF 1/2" REBAR
w/CAP "T. GING 1301"

GM

N87°10'06"W
10.00'

LOT 3, BLOCK 26
DEMING'S SECOND ADD.

PARCEL: 01-02302-000
PBAJ, LLC
236 SW D ST
BENTONVILLE, AR 72712
ZONED R-1

IPF 5/8" REBAR
N02°43'32"E
14.00'

14' ALLEY (PER X-306) (UNIMPROVED)
S 87°10'06" E - 148.66'
141.16'

PARENT TRACT
LOT 10 & PART OF LOT 11, BLOCK 26
DEMING'S SECOND ADDITION
(PLAT RECORD B PAGE 24)
0.22 AC. ± (9,780 SQ. FT.)

LOT 15, BLOCK 26
0.21 AC. ± (9,293 SQ. FT.)

PARCEL NO. 01-02309-000
RIGGINS, LANE MICHAEL &
RIGGINS, JIMMY DARIN TRUSTEES
611 N OLIVER AVE
FAYETTEVILLE, AR 72701
ZONED R-1

LOT 10
LOT 11

10' ALLEY (PER X-306) (UNIMPROVED)
N 03°47'23" E - 66.09'
46.09'

P.O.B.
NW COR. LOT 10
IPF PLS 1156
N: 752313.0051
E: 661603.5913

FENCE LINE

FENCE LINE

IPF 1/2" REBAR
w/CAP "CASTER"

GM

N87°35'55"W
10.00'

IPF PLS 1156

6' WOOD FENCE
INTERSECTS PROP. LINE

LOT LINE REMOVED

LOT 10
LOT 11

142.39'

N 87°35'55" W - 149.89'

PART OF LOT 11 & 12, BLOCK 26
DEMING'S SECOND ADD.

PARCEL: 01-02309-000
MARDIS, JAMES H III &
MARDIS, TERRI L TRUSTEES
61 W CHAMPIONS BLVD
ROGERS, AR 72768
ZONED R-1

7.5' ADDITIONAL RIGHT-OF-WAY
DEDICATED PER THIS PLAT
0.01 AC. ± (487 SQ. FT.)

10' UTILITY EASEMENT
PER THIS PLAT

7.50'

CONC. DRIVE

32.5'

25'

7.50'

CONC. SIDEWALK

32.5'

25'

7.50'

IPF 1/2" REBAR
N: 752240.7808
E: 661748.9863

4' CH. LK. FENCE

NW "A" STREET
(60' R-O-W PER X-306)
(COLLECTOR - 65' R-O-W PER M.S.P.)

PART OF LOT 5 & 6, BLOCK 25
DEMING'S SECOND ADD.

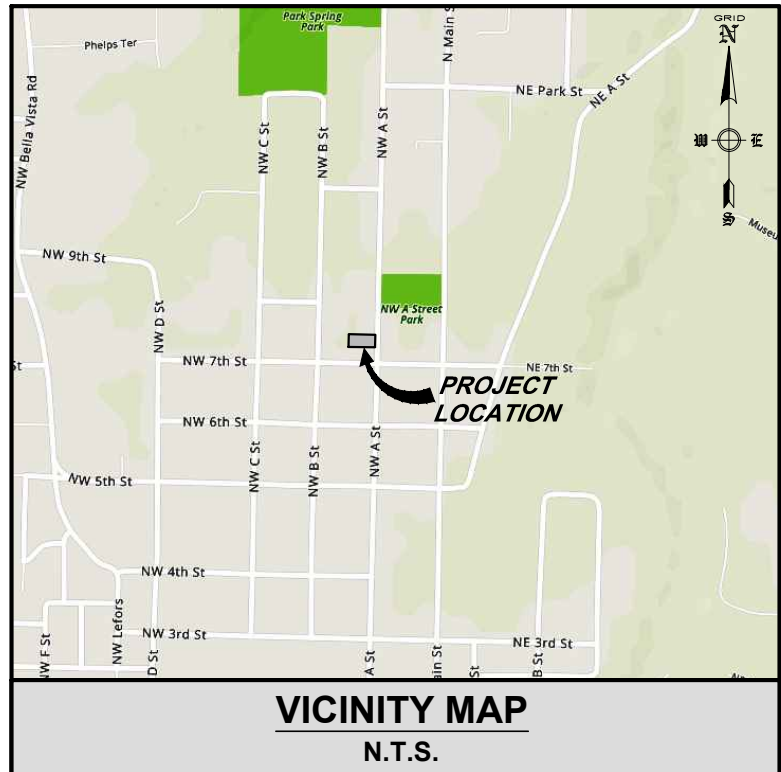
PARCEL: 01-02296-000
FISHBURN, LINDSAY A
704 NW A ST
BENTONVILLE, AR 72712
ZONED R-1

LOT 7, 8 & 9, BLOCK 25
DEMING'S SECOND ADD.

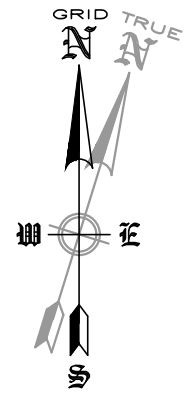
PARCEL: 01-02297-000
PSDH, LLC
809 S 52ND ST
ROGERS, AR 72768
ZONED R-1

PP

WM



RECORDING INFORMATION



BASIS OF BEARINGS:
NAD83 (2011)
ARKANSAS STATE PLANE COORDINATE SYSTEM
NORTH ZONE 1301
ALL DISTANCES ARE GRID
TO CONVERT TO GROUND DISTANCES:
CONVERGENCE ANGLE = 011°17'11"
COMBINED SCALED FACTOR = 0.9999706
0 10 20 40
SCALE 1" = 20'

NOTES:

NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS. ALL ACCESS SHALL BE FROM THE ALLEY, NO DIRECT ACCESS TO NW A STREET.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

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

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

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

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

THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

BENTONVILLE ELECTRIC NOTES:

- ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20 FEET CLEARANCES FROM ALL ELECTRIC LINES.
- 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.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
- 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.

SURVEYOR'S NOTES:

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.

PLAT CLOSURE DECLARATION:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 81,638 FEET.

FEMA FLOOD PLAIN ZONE:

THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE 'X', (NO SHADING) DESIGNATED AS AN AREA DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE F.I.R.M. MAP # 05007C0090J, PANEL 90 OF 860 BENTON COUNTY, ARKANSAS & INCORPORATED AREAS. EFFECTIVE DATE: SEPTEMBER 28, 2007.

UTILITIES:

THE UTILITY INFORMATION, IF ANY SHOWN HEREON, WAS OBSERVED BY THE SURVEYOR ON-SITE AND IS BASED ON ABOVE GROUND UTILITY FEATURES AND CITY OF BENTONVILLE G.I.S. ONLY.

THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY.

REFERENCES:

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR WAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREES, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.

ALL RECORDS LISTED BELOW ARE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS UNLESS OTHERWISE NOTED.

- WARRANTY DEED:** LANE MICHAEL RIGGINS AND JIMMY DARIN RIGGINS, TRUSTEES OF THE LANE RIGGINS TRUST, RECORDED MAY 13, 2022, INSTRUMENT NO. L202232385.
- PLAT OF DEMING'S 2ND ADDITION:** FILED DECEMBER 18, 1883 IN PLAT RECORD B PAGE 24.
- PLAT OF SURVEY:** BY JOHN L. RAMSEY, RLS NO. 689, FILED JANUARY 2, 1980 IN BOOK X PAGE 306.
- BOUNDARY SURVEY:** BY ENGINEERING SERVICES, INC., S. CRAIG DAVIS, AR PLS NO. 1156, COMPLETED NOVEMBER 23, 2021 AS WORK ORDER NO. 21377.

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR, CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF OWNERSHIP:

WE THE UNDERSIGNED, OWNER(S) 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 STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED: _____

NAME & ADDRESS: _____

PRINTED NAME: _____

DATE OF EXECUTION: _____

SIGNED: _____

NAME & ADDRESS: _____

PRINTED NAME: _____

SOURCE OF TITLE: WARRANTY DEED, DOCUMENT FILE NUMBER, L202232385

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 20__

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CERTIFICATE SURVEYING ACCURACY:

I, S. CRAIG DAVIS, 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: _____
S. CRAIG DAVIS, AR PLS 1156

LEGAL DESCRIPTION PER W.D. L202232385:

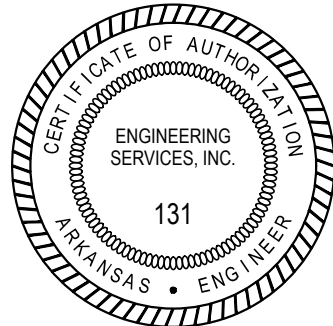
LOT 10 AND 20 FEET OF EQUAL WIDTH SQUARELY OFF THE NORTH END OF LOT 11 IN BLOCK 26, DEMING'S SECOND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN IN PLAT RECORD "B" AT PAGE 24, RECORDS OF THE BENTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG THE NORTH LINE OF SAID LOT 10, S87°10'06"E A DISTANCE OF 148.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 10 AND A SET CHISELED "X" IN CONCRETE; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID LOT 10, THE SAME BEING THE WESTERLY RIGHT OF WAY LINE OF NORTHWEST "A" STREET, S02°43'32"W A DISTANCE OF 64.96 FEET TO A FOUND 1/2 INCH REBAR; THENCE LEAVING SAID EAST LINE AND SAID RIGHT OF WAY LINE, N87°35'55"W A DISTANCE OF 149.89 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N03°47'23"E A DISTANCE OF 66.09 FEET TO THE POINT OF BEGINNING, CONTAINING 0.22 ACRES (9,780 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

LOT 15, BLOCK 26 SURVEY DESCRIPTION:

PART OF LOT 10 AND PART OF LOT 11 IN BLOCK 26, DEMING'S SECOND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN IN PLAT RECORD "B" AT PAGE 24, RECORDS OF THE BENTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG THE NORTH LINE OF SAID LOT 10, S87°10'06"E A DISTANCE OF 141.16 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID NORTH LINE, S02°43'32"W A DISTANCE OF 65.01 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°35'55"W A DISTANCE OF 142.39 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE N03°47'23"E A DISTANCE OF 66.09 FEET TO THE POINT OF BEGINNING, CONTAINING 0.21 ACRES (9,293 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.



LS24-0017

REVISION	DATE	DESCRIPTION

PROPERTY LINE ADJUSTMENT OF LOT 10 AND PART OF LOT 11

OF BLOCK 26 OF DEMING'S SECOND ADDITION,

CREATING NEW LOT 15, BLOCK 26 OF DEMING'S SECOND ADDITION

SCALE: 1"=20' DATE: May 17, 2024 DRAWN BY: KND

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

© COPYRIGHT 2024, ENGINEERING SERVICES, INC. 517.2024 10:18 AM
0:00 SURVEY MASTER PROFILES 13:00 SURVEY PROFILES 13:00 SURVEY PROFILES 13:00
REVISION LOT 15/13:00 SURVEY MASTER PROFILES 13:00 SURVEY PROFILES 13:00

W.O.# 24036 SHEET 1/1

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 10 AND
A PORTION OF LOT 11, BLOCK 26 OF DEMING’S SECOND ADDITION CREATING
NEW LOT 15, BLOCK 26 OF DEMING’S SECOND ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS24-0017)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 10 AND A PORTION OF LOT 11, BLOCK 26 OF DEMING’S SECOND ADDITION creating new LOT 15, BLOCK 26 OF DEMING’S SECOND ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 4, 2024;

WHEREAS, said property line adjustment is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the property line adjustment of LOT 10 AND A PORTION OF LOT 11, BLOCK 26 OF DEMING’S SECOND ADDITION creating new LOT 15, BLOCK 26 OF DEMING’S SECOND 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 property line adjustment by certifying said acceptance on the approved property line adjustment;

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 _____, 2024.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



Rezoning - Janes - R-1, Low Density Single Family Residential To DN-1, Downtown Low-Density Residential

803 Northwest 10th Street

PC Date: 6/4/2024

Staff Report Details

Project Number	RZ24-0018
Applicant / Current Owner	CEI Engineering / Robert and Lori Janes
Site Area	+/- 0.34 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-1, Downtown Low Density Residential
Current Future Land Use Map Designation	Low Density Residential (LDR)
Requested Future Land Use Map Designation	N/A
Development Type / Use	
Related projects	

Property Description

The subject property is located at 803 Northwest 10th Street. The property is presently zoned R-1, Low-Density Single-Family Residential with a land use designation of Low Density Residential (LDR). The property has direct access to Northwest 10th Street. Surrounding zoning districts include R-1, Low-Density Single-Family Residential and DN-1, Downtown Low Density Residential directly adjacent to the property.

Project Details

The applicant has requested a rezoning of the property from R-1, Low-Density Single-Family Residential to DN-1, Downtown Low Density Residential. The applicant states in their narrative that they plan to build on the property as allowed by the DN-1 zoning district.

Relationship to the General Plan / Projected Traffic Impact

The property is presently designated as Low Density Residential (LDR). Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the

Relationship to the General Plan / Projected Traffic Impact

predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This zoning request is consistent with the Future Land Use Map, recommending Low Density Residential for land use and DN-1, Downtown Low Density Residential for zoning given it is within Priority Area 1 of the Community Plan, which highlights in urban neighborhoods in and around downtown Bentonville.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The subject property is located in an area of Low Density Residential (LDR) designations. Moreover, the land use and zoning requests support the goals of the Bentonville Community Plan, Priority Area 1 Downtown Intensification in accommodating a growing population and increased demand for housing.

Conclusion

Given this property's location as well as the Community Plan's call for this area to support a growing population and increased housing demand, staff recommends approval of this request.

Additional Details



R-1

PHELPS TER

R-1

R-1

DN-1

NW 11TH ST

R-1

C-2

**JANES,
ROBERT DN-1
K & LORIA**

DN-1

NW 10TH ST

C-2

DN-1

DN-2

R

CARSON DR

C-2

R-1

NW 9TH ST

R-1



RZ24-0018

JANES, ROBERT K & LORI A

803 NW 10th St





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

2600 NE 11th Street, 3rd Floor
Bentonville, AR 72712
Office: 479.273.9472
ceieng.com

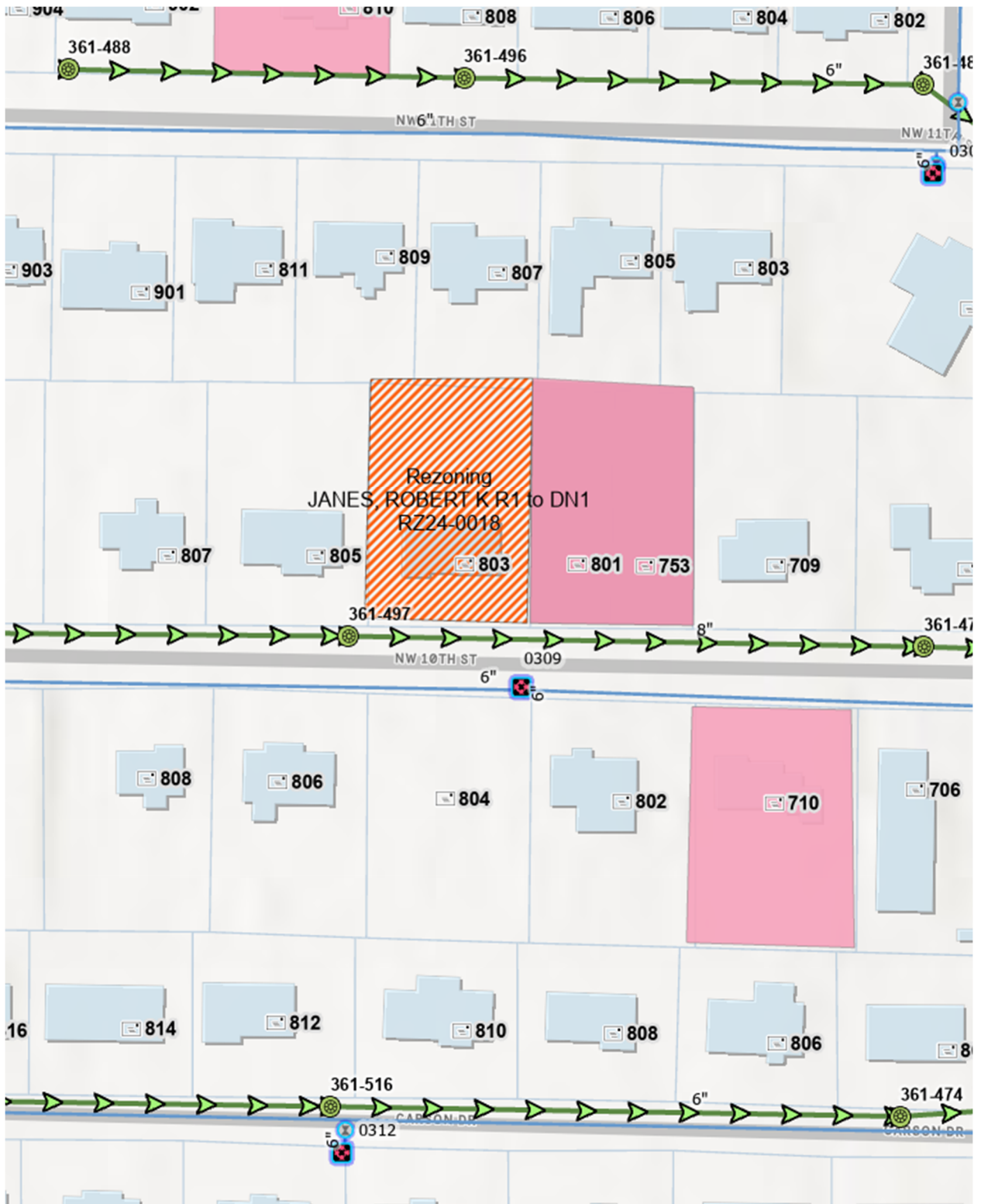
05-29-2024

City of Bentonville
Planning Dept.
305 SW A Street
Bentonville, AR 72712

RE: Bentonville Parcel 01-02773-000 Rezoning Application – Revised Narrative

A typed or written statement addressing each of the following:

- State the current zoning designation and proposed zoning designation. Explanation of the proposed zoning change including current owner information and any proposed sales.
 - Current zoning is R-1, Single Family Residential
 - Rezone request is for DN-1, Downtown Low-density Residential
 - Current Owner is Janes Trust
- Reason (need) for requesting the zoning change.
 - To allow for Downtown Low-density Residential per client request
- Statement of how the property will relate to surrounding properties.
 - Property will be consistent with future development and allowable uses under the City of Bentonville zoning code for DN-1
- Use.
 - DN-1, Downtown Low-density Residential
- Traffic.
 - No changes
- Signage.
 - No changes
- Appearance.
 - No changes
- Availability of water and sewer (state size of lines). If direct water and / or sewer is not available, state how lines will be accessed and connected. This information is available from the Water Department at (479) 271-3141 or off of the City of Bentonville's G.I.S. site.
 - Please see next page



Respectfully submitted,
CEI Engineering Associates, Inc.
 Dustin Riley, PS

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY
RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL;
AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0018)**

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

LOT 5, HAPPY HOMES SUBDIVISION, BENTONVILLE, BENTON COUNTY,
ARKANSAS, AS SHOWN IN PLAT RECORD "B" AT PAGE 49 AND AMENDED IN PLAT
RECORD "C" AT PAGE 59;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 4, 2024 in the Council Chambers of the City of Bentonville;

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



Amendment - Walmart Campus PUD (Amendment)

Southeast 8th Street

PC Date: 6/4/2024

Staff Report Details

Project Number	PUD20-0002
Applicant / Current Owner	Wal-Mart Stores, Inc.
Site Area	+/- 231 Acres
Current Zoning	Planned Unit Development (PUD)
Requested Zoning	Planned Unit Development (PUD)
Current Future Land Use Map Designation	General Commercial
Requested Future Land Use Map Designation	
Development Type / Use	Walmart Campus
Related projects	

Property Description

The subject property is the new Walmart Campus, generally bounded by East Central Avenue to the north, Southeast 14th Street to the south, Southeast Moberly Avenue to the East, and Southeast J Street to the West. Public streets Southeast 5th Street, Southeast 8th Street, and Southeast Martin Luther King Jr. Parkway run through the campus.

Project Details

The proposed PUD revision updates and adds new information and elements to the plan. Some original zone boundaries and the phases within the zones are being adjusted as parts of the project come online and construction continues. A new Zone 6 is created for the small panhandle piece just off the southeast corner of 8th Street and MLK. This zone creates a trailhead. Several water features are added within the campus, as well as a new building, a coffee shop located in the open space at the southwest corner of the site. Two parking decks (PD-01 and PD-03) along 5th Street will have updated elevations with this revision as well.

Please see the applicants materials for updated drawings, elevations, and renderings.

Relationship to the General Plan / Projected Traffic Impact

While the addition of the coffee shop constitutes a new structure, vehicle traffic will likely not be impacted as the location is internal to the green space and no parking or vehicle access is provided to the building. Walking and bicycling traffic may increase in this portion of the campus but adequate grade-separated trails and sidewalks will be able to sufficiently handle this increase.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

No waivers are requested with this revision. The proposed revision constitutes some minor changes to zones and phasing and updates to parking deck elevations that should enhance the interaction with the public domain.

Conclusion

Staff recommends approval of this PUD revision.

Additional Details

CONTACTS

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Lowell, AR 72745
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Joshua.knight@blackhillscorp.com

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Springdale AR 72766
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Springdale, AR 72762
(479) 717-3796
kip.smith@cox.com

FIRE DEPARTMENT

City of Bentonville
Brent Boydston, Fire Chief
800 S.W. "A" Street
Bentonville, AR 72712
(479) 271-5927

STREET DEPARTMENT

City of Bentonville
Tony Davis
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Bentonville, AR 72712
(479) 271-3130

WATER DEPARTMENT

City of Bentonville
Preston Newbill
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3140

ELECTRIC DEPARTMENT

City of Bentonville
Charlie Barnes
3200 SW Municipal Drive
Bentonville, AR 72712
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WASTEWATER DEPARTMENT

City of Bentonville
Nancy Busen
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Bentonville, AR 72712
(479) 271-3160

PLANNING DEPARTMENT

City of Bentonville
Ellen Norvell
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CITY ENGINEER

City of Bentonville
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(479) 271-5993

STORMWATER

City of Bentonville
Janet Paith
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Bentonville, AR
(479) 271-5002
jpaith@bentonvillear.com

WALMART CAMPUS

PUD SUBMISSION - 9TH REVISED SUBMISSION; 2ND SUBMITTAL
MAY 17, 2024



SHEET INDEX

PROJECT NARRATIVE

P03 Written Description of PUD

OVERALL SITE

- P05 General Vicinity Map
- P06 Site Boundary
- P07 Master Plan | Building Types
- P08 Master Plan | Zones
- P09 Zone Map | LSD Package Zone 01
- P10 Zone Map | LSD Package Zone 02N
- P11 Zone Map | LSD Package Zone 02NW
- P12 Zone Map | LSD Package Zone 02NE
- P13 Zone Map | LSD Package Zone 02S
- P14 Zone Map | LSD Package Zone 03
- P15 Zone Map | LSD Package Zone 04
- P16 Zone Map | LSD Package Zone 05
- P17 Zone Map | LSD Package Zone 06
- P18 Zone Map | South CUP, North CUP + Substation B
- P19 PUD Construction Phasing Plan

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P20 ROW & Setback Boundaries

STREET SECTIONS

- P21 Public City Street | SE J Street
- P22 Public City Street | SE Matin Luther King Jr Parkway
- P23 Public City Street | 8th Street
- P24 Public Ardot Street | SE 14th Street
- P25 Private Street | SE P Street
- P26 Private Street | SE 5th Street
- P27 Private Street | SE 10th Street

P28 Parking Lot Soil Depth

P29 Open Space Area

ZONE 01 - ELEVATIONS & MATERIALS

- P30 Office Building OF01 | Foundry
- P31 Office Building OF02 | Collection
- P32 Office Building OF03 | Mill
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- P34 Office Building OF04 | Apparel Merchant Building
- P35 Building D-01 | Food Hall
- P36 Parking Garage | PD01
- P37 Parking Garage | PD02
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ZONE 02N - ELEVATIONS & MATERIALS

P40 Building E-02 | Fitness Center

ZONE 02NW - ELEVATIONS & MATERIALS

P41 Parking Garage | PD12

ZONE 02NE - ELEVATIONS & MATERIALS

P42 Buildings L-02 + I-02 | Childcare Center

ZONE 02S - ELEVATIONS & MATERIALS

- P43 Building F-02 | Welcome Center
- P44 Building H-02 | Hotel

ZONE 03 - ELEVATIONS & MATERIALS

- P45 Office Building OF05 | Mill
- P46 Office Building OF06 | Foundry
- P47 Office Building OF07 | Collection
- P48 Office Building OF08 | Collection
- P49 Parking Garage | PD05
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ZONE 04 - ELEVATIONS & MATERIALS

- P51 Office Building OF09 | Mill
- P52 Office Building OF10 | Foundry
- P53 Office Building OF11 | Collection
- P54 Building K-04 | Coffee Shop
- P55 Building G-04 | Auditorium, Conference and Training Center
- P56 Parking Garage | PD07
- P57 Parking Garage | PD08
- P58 Parking Garage | PD09

ZONE 05 - ELEVATIONS & MATERIALS

P59 Building M-05 | Coffee Shop

PROJECT DIRECTORY

P02



OWNER

Walmart
Bentonville, AR



PARKING AND ADVISORY

Walker Consultants
2895 Greenspoint Parkway
Suite 600
Hoffman Estates, IL 60169



ARCHITECT

Gensler
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Dallas, TX 75206



CIVIL ENGINEER

CEI
3108 SW Regency Parkway
Bentoville, AR 72712



ARCHITECT

Duda | Paine Architects
333 Liggett Street
Durham, NC 27701



CIVIL ENGINEER

Walter P Moore
1301 McKinney, Suite 1100
Houston, TX 77010



ARCHITECT

Miller Boskus Lack
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Suite 200
Bentonville, AR 72712



LANDSCAPE ARCHITECT

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8th Floor
Los Angeles, CA 90017



ARCHITECT

Page Southerland Page, Inc.
1100 Louisiana Street
Suite One
Houston, TX 77002



ARCHITECT

5G Studio Collaborative
1217 Main St
Suite 500
Dallas, Texas 75202



ARCHITECT

Marlon Blackwell Architects
42 East Center St
Fayetteville, Arkansas 72701



Walmart Home Office Campus

PUD Submission - Revision 9
May 17, 2024

Walmart is pleased to submit this application for a Planned Unit Development for the new Home Office Campus. We are proud that Northwest Arkansas is our home and intend, through this project, to make both Bentonville and the region even more attractive for the recruitment and retention of talented people. We believe this Home Office Campus project not only reflects the shared values that have helped accelerate growth of the company, the City of Bentonville, and the region, but also will leave a positive impact on the travelers from around the world who visit Bentonville.

4.1.10(a) Description and purpose of the PUD district.

This submission is the result of more than two years of planning and reflects the goals memorialized in the PUD ordinance. With thousands of associates in mind, both present and future, this campus is designed as a place that embraces the natural beauty of the region, enhances, and promotes the community experience, and reflects our company values.

Smart and Sustainable Design

- The campus reflects Walmart’s leadership in environmental sustainability through smart building design with high performance building materials, renewable structural systems, and energy-efficient lighting and HVAC systems.
- It incorporates regionally sourced materials, including Southern Yellow Pine timber, grown in Arkansas and custom manufactured in Central Arkansas, for the primary office structural system.
- Thoughtful design in the use of bioswales, stormwater collection and management for irrigation, and wildlife habitat reflect the company’s commitment to water quality and control across campus and into city systems.
- Thousands of low-maintenance native trees, shrubs and grasses provide an inviting landscape experience and open space areas that meet or exceed city requirements.
- Green spaces and trails are designed to provide direct access to nature and encourage outdoor interaction between Walmart associates, the Bentonville community, and the physical environment to reinforce sustainable living and holistic well-being.

Connected Campus

- The new 8th Street corridor will improve both visitor and commuter access to campus and the movement from east to west across town.
- The Razorback Greenway will connect the campus via bike trails, walking paths, and street crossings, encouraging safe and accessible alternative access for associates and visitors.
- The campus is designed with functional and attractive streetscapes framed by trees, plazas, buildings, and bikeways via the reestablished street grid. The road network is designed to disperse traffic more efficiently without putting pressure on only a few points of access.

Rooted in our Community

- A portion of the Razorback Greenway passes through campus and provides new tunnels at J Street and 8th Street.
- The trail network will improve pedestrian and cyclist access to the Bentonville Square, Crystal Bridges Museum, The Momentary, Thaden School, NWACC and other points of interest around the region.

401.10(b) Minimum area required for PUD districts.

This PUD application covers an area of approximately 252.38 acres, exceeding the minimum size required (10 acres).

401.10(c) Master site plan required.

See P07-P08 for the Master Plan.

401.10(d) Allowed uses.

All nonresidential uses in Article 401 which are permitted conditionally or by-right in commercial and mixed-use districts. Further details with respect to land use, phasing, and future uses are described by the Master Plan and Construction Phasing Plan on P07, P08, and P19.

401.10(e) Density requirements.

No density requirements are set, as this PUD proposes no residential uses.

401.10(f)(1) Description of proposed zoning and development standards.

Density:	N/A. No residential uses are proposed.
Building setbacks:	See P20, ROW & Setback Boundaries, for setbacks from public streets. Side and rear setbacks are 0’ for any interior parcels.
Height of building or structure:	Structures shall have a maximum height of 100’ above ground level finished floor elevation, except mechanical and telecommunications equipment and required screens may extend beyond this limit.
Lot size, lot width, and lot depth:	No minimum or maximum dimension.
Landscaping:	Parking Lot Landscaping: As required for similar developments, except that the number of trees required shall be provided in the continuous planting islands, where applicable, at the minimum rate of (1) shade tree per every nine (9) parking spaces located in the double row. Internal planting islands shall not be required. Trees shall not be required in external planting islands. External planting islands shall be a minimum size of nine (9) feet by sixteen (16) feet. Street Frontage Buffer Landscaping: See P21-P27 Street Sections. Minimum Tree Size at Time of Planting: As required for similar developments, except minimum size requirements for shrubs, flowering perennials, and other ground cover shall not apply.
Required off-street parking spaces:	N/A. No residential uses are proposed.
Street widths:	See P21-P27 Street Sections.
Garage setbacks:	N/A. No residential garages are proposed.

401.10(f)(2) Modifications prohibited.

Compliance with the development standards referenced in this code section will be demonstrated by way of the Large Scale Development submission.

401.10(f)(3) Encroachment standards.

The table below establishes the standards for encroachments such as canopies, awnings and balconies. Height clearance is measured from the pavement to the bottom most potion of the encroachment. The setback is measured from back of curb or, if no curb is present, from the edge of street pavement.

Minimum height clearance	Minimum setback adjacent to a public street	Minimum setback adjacent to a private street
8’	2’	2’

401.10(g)(1) PUD districts common open space requirements.

This proposal exceeds the minimum requirements for open space to provide a variety of accessible outdoor experiences for Walmart associates, visitors, and, where provided, the public. Please refer to the open space plan which provides details for each phase.

The master plan will provide open space that meets or exceeds code requirements.

See P29, Open Space Area, for required details.

401.10(g)(2) PUD districts parking and off-street loading requirements.

Each phase of the PUD delivers parking in a campus format. The total amount of parking provided in each phase meets or exceeds the minimum requirements set forward in Article 501 of the Bentonville Unified Development Code.

See P19, Phasing Plan, for additional details.

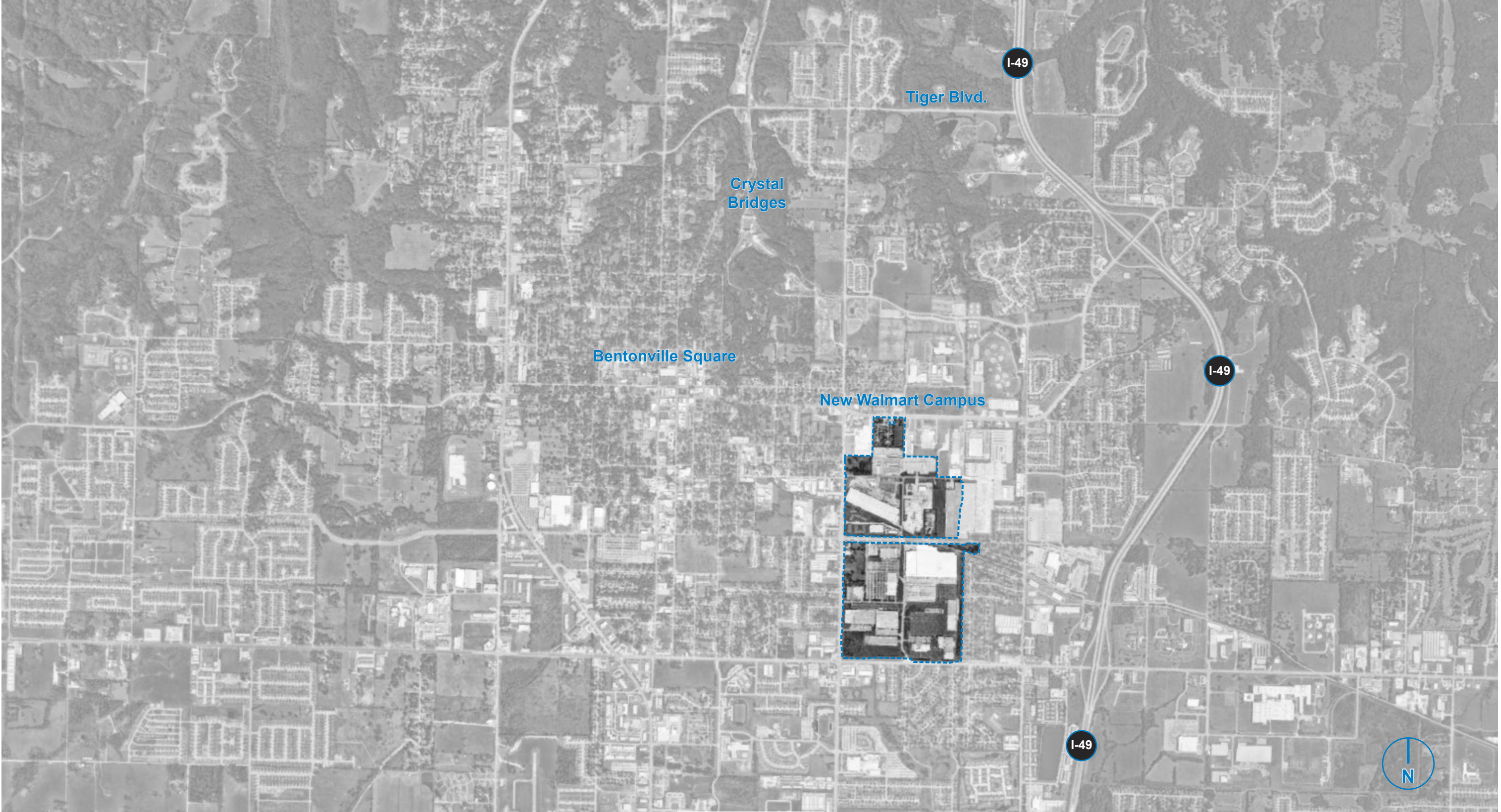
401.10(g)(3) PUD districts perimeter requirements.

The master plan is designed to create maximum compatibility with surrounding land uses.

These street and landscaping improvements have been designed to meet the expectations Bentonville residents living in adjacent neighborhoods have for excellent and continuous public improvements.

401.10(g)(4) PUD districts structural design standards.

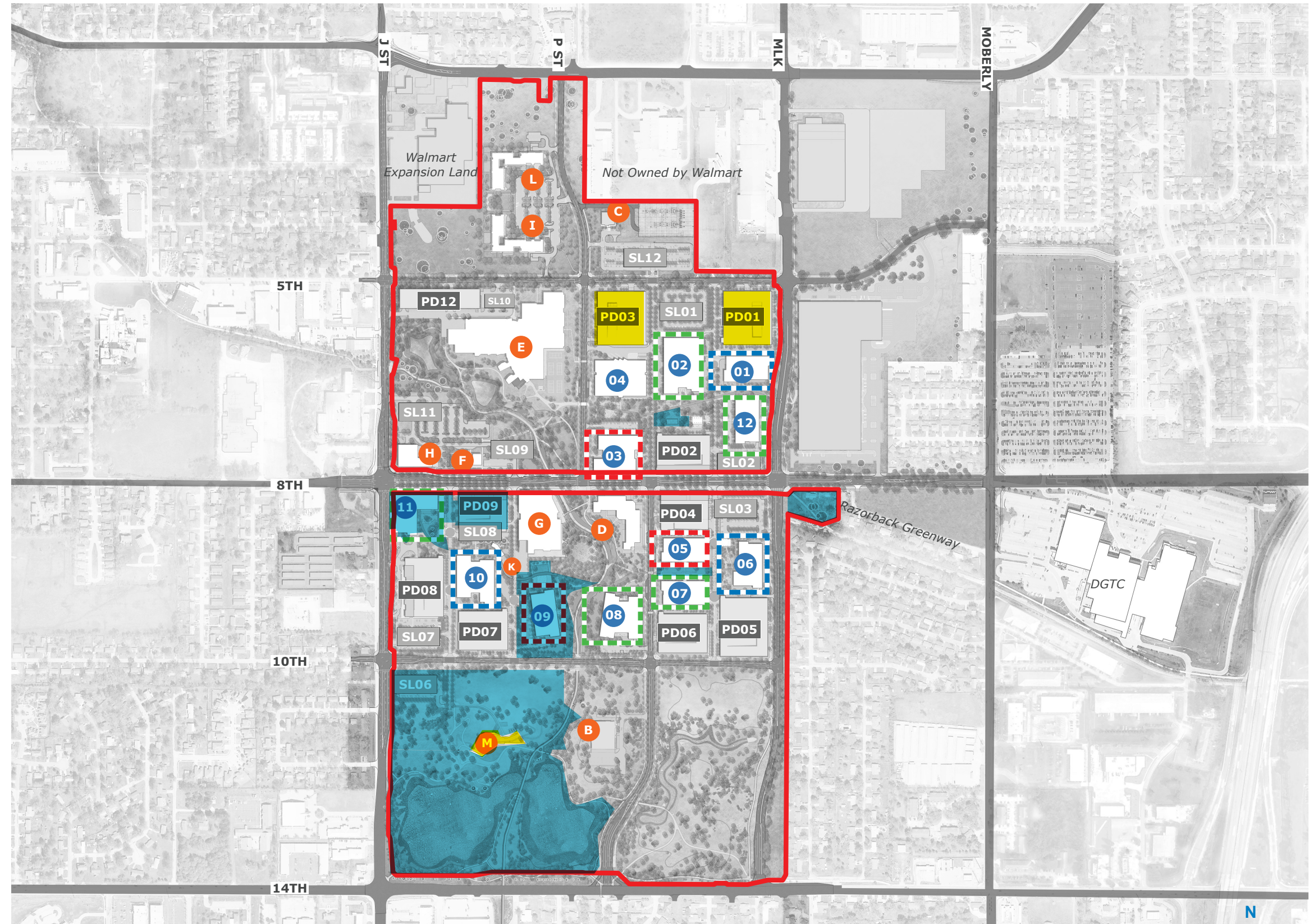
Refer to P30 and the following pages for documentation showing compliance with structural design standards, such as elevations and material palettes.



Google Maps

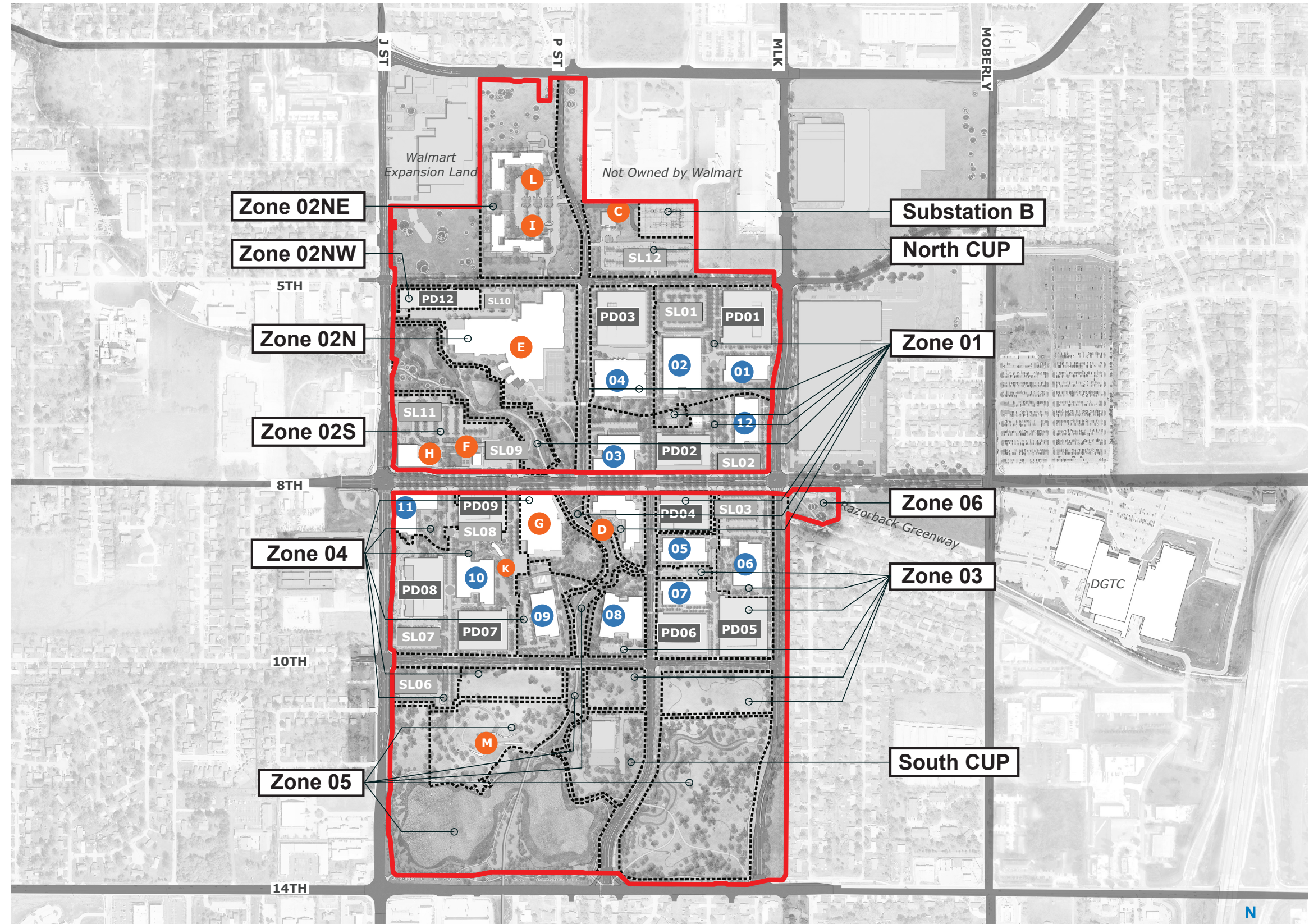


Google Maps



Legend

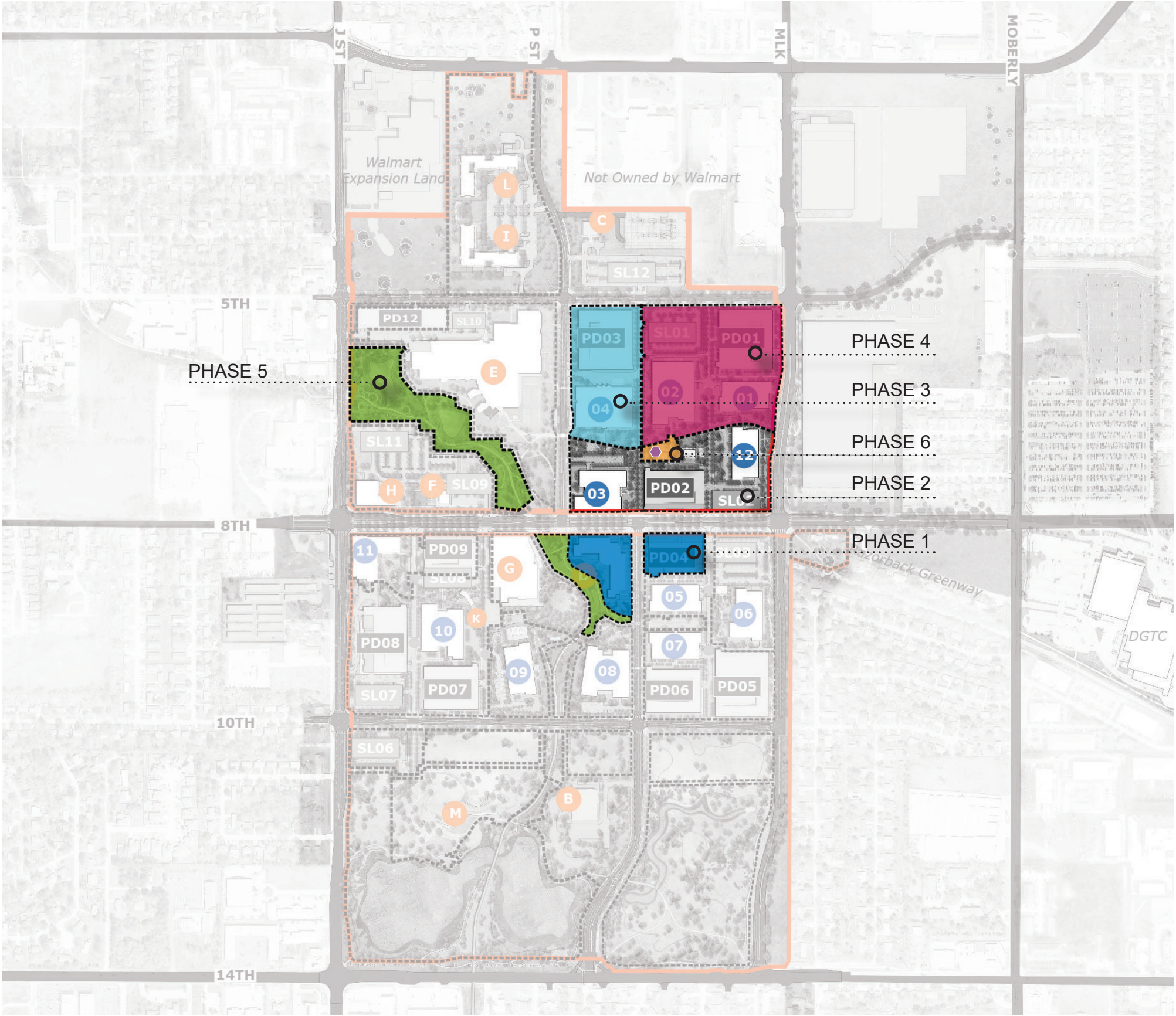
- # Office Building Number
- A Amenity & Support
- PD# Parking Deck
- SL# Surface Lot
- “Mill” Building
- “Foundry” Building
- “Collection” Building
- Elevations Revised from Previous Submission
- Zone Phases Revised from Previous Submission

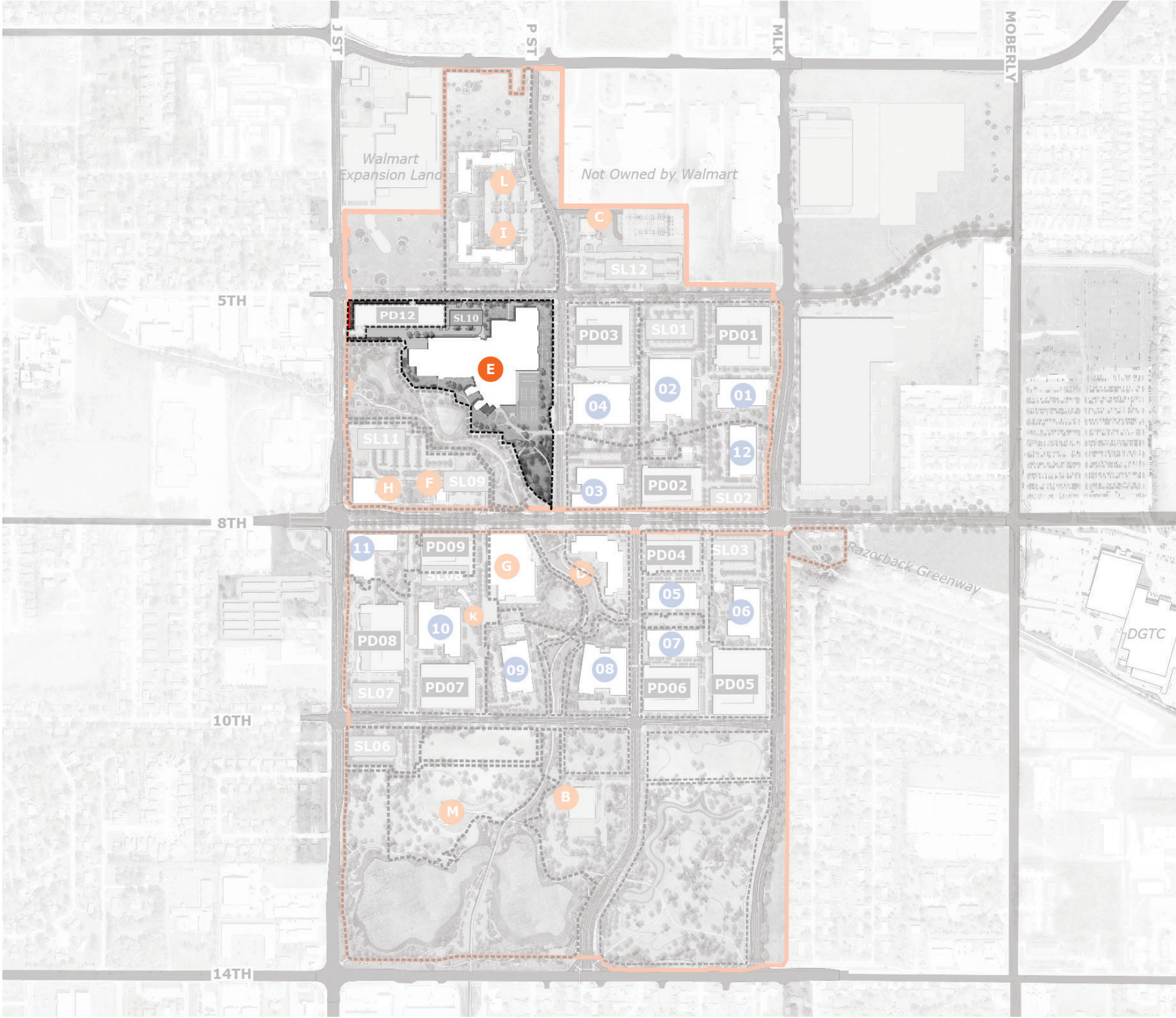


Legend

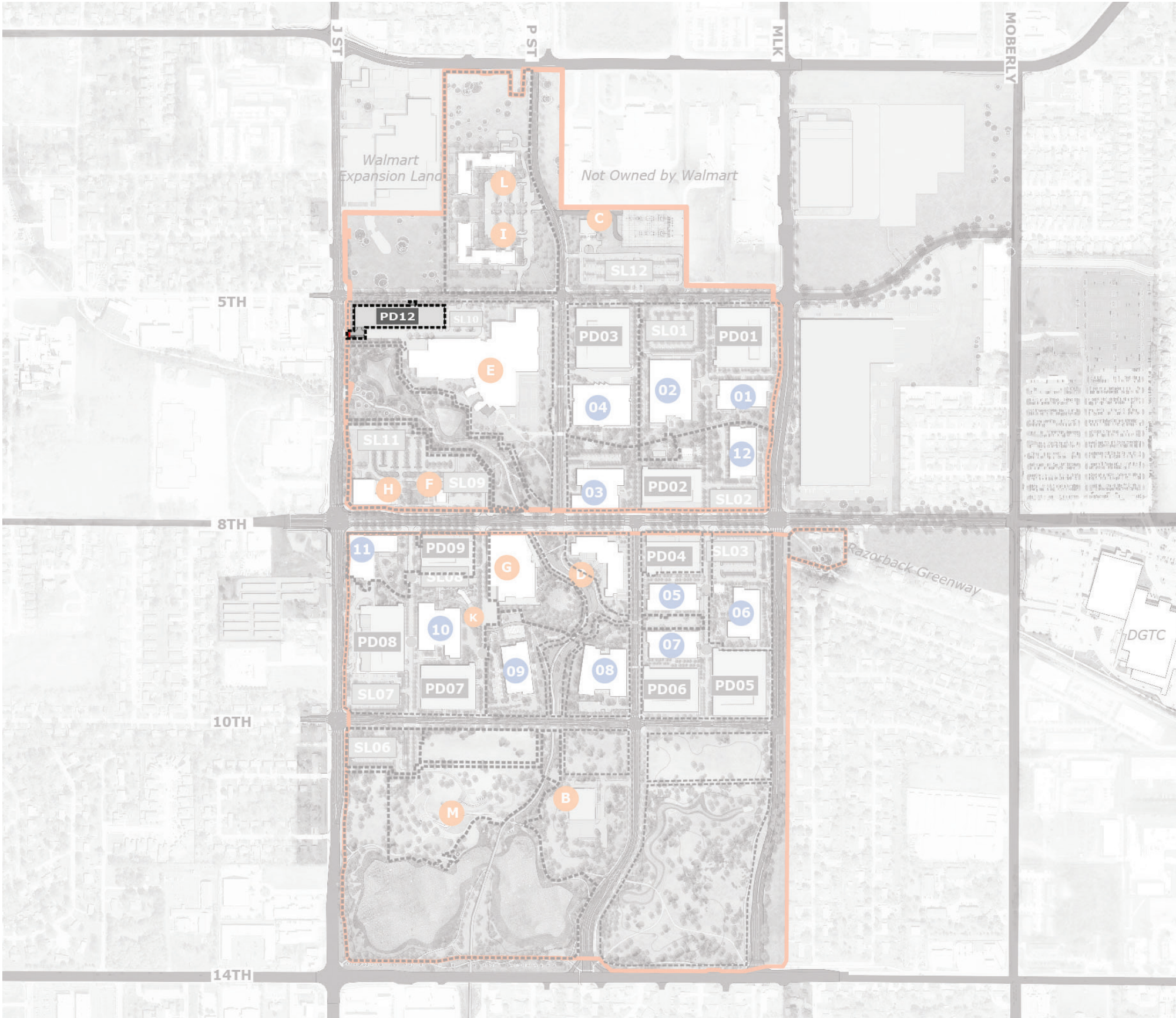
- # Office Building Number
- A Amenity & Support
- PD# Parking Deck
- SL# Surface Lot
- Zone Boundary

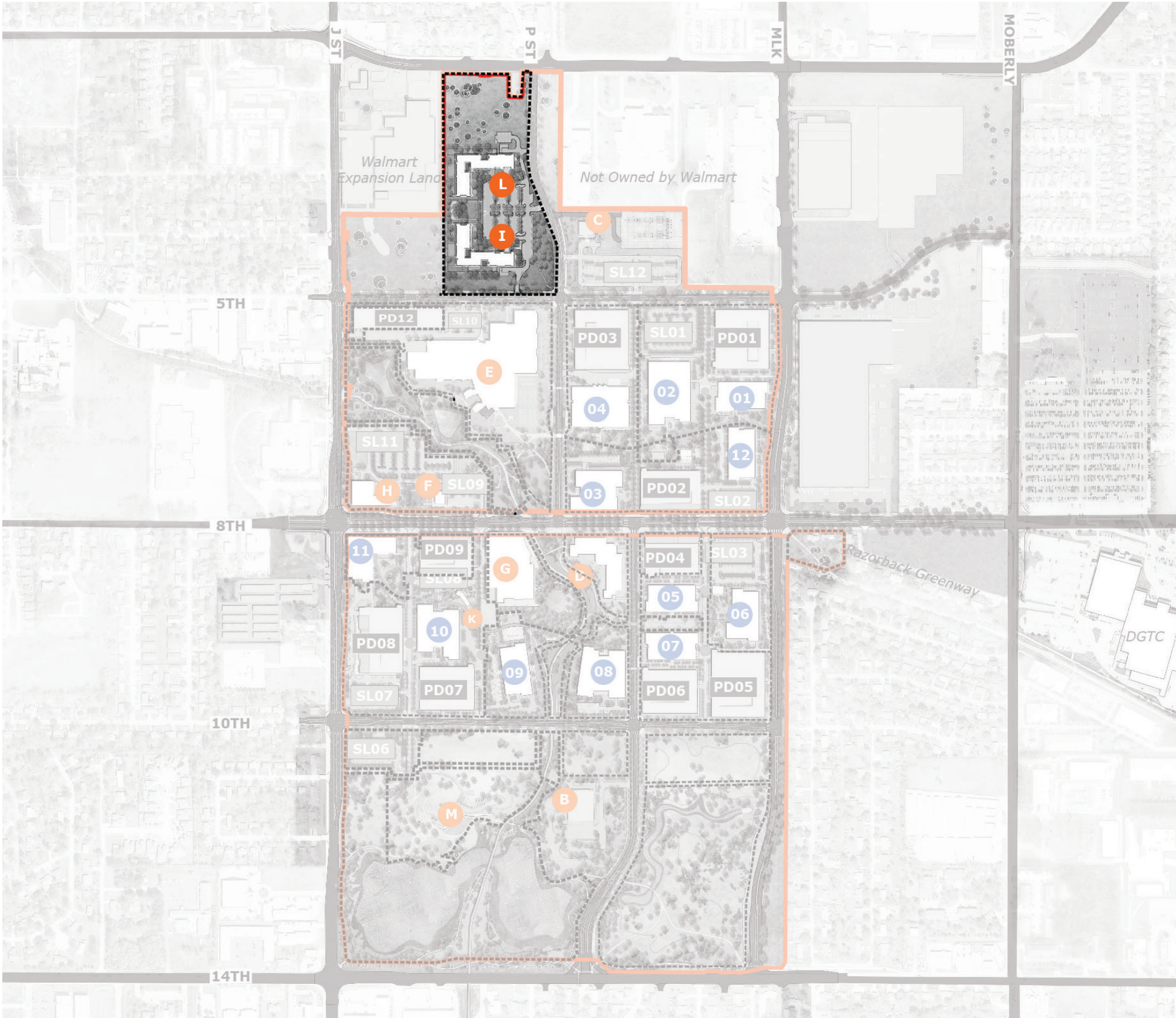
 Barn Water Feature

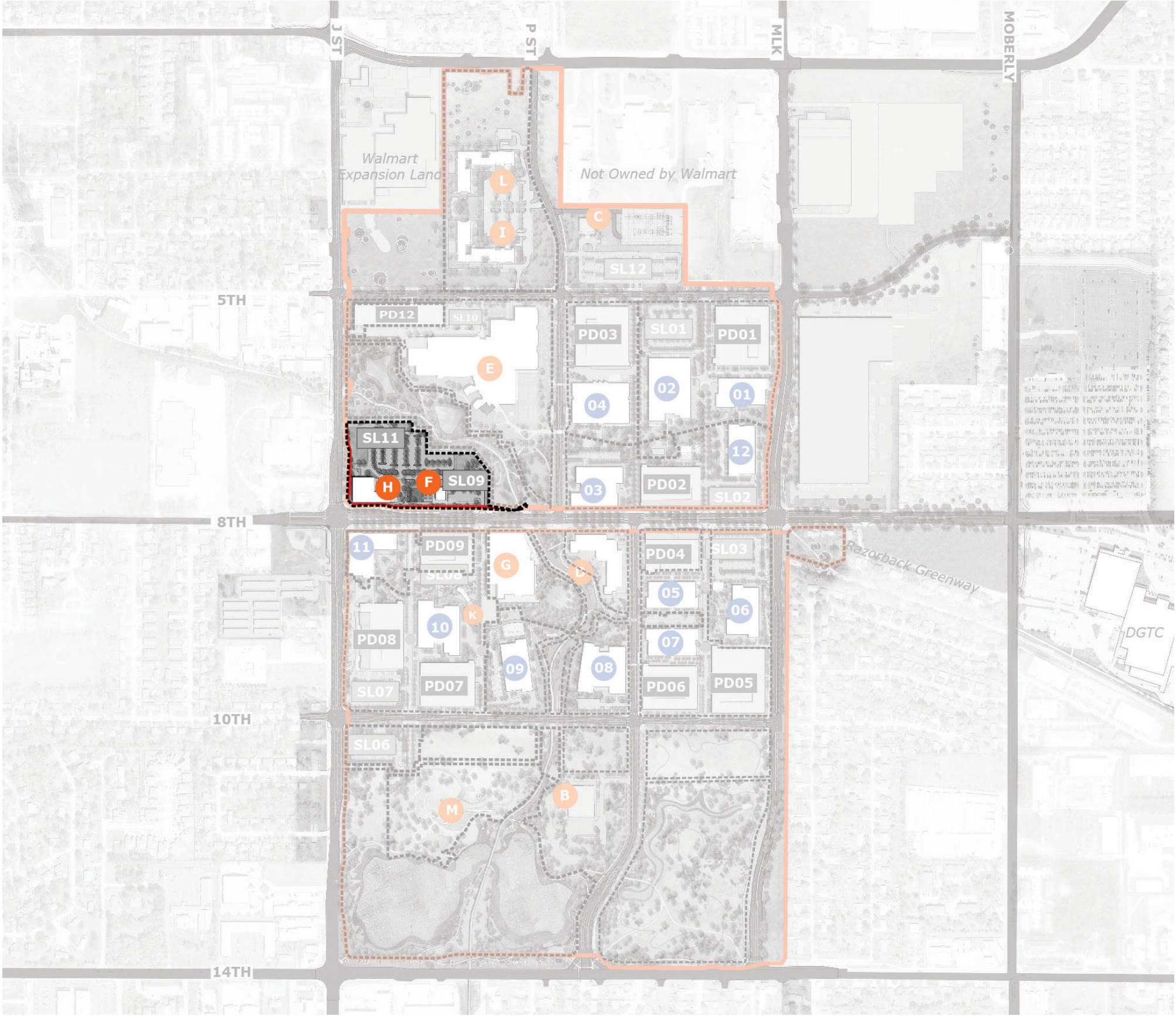




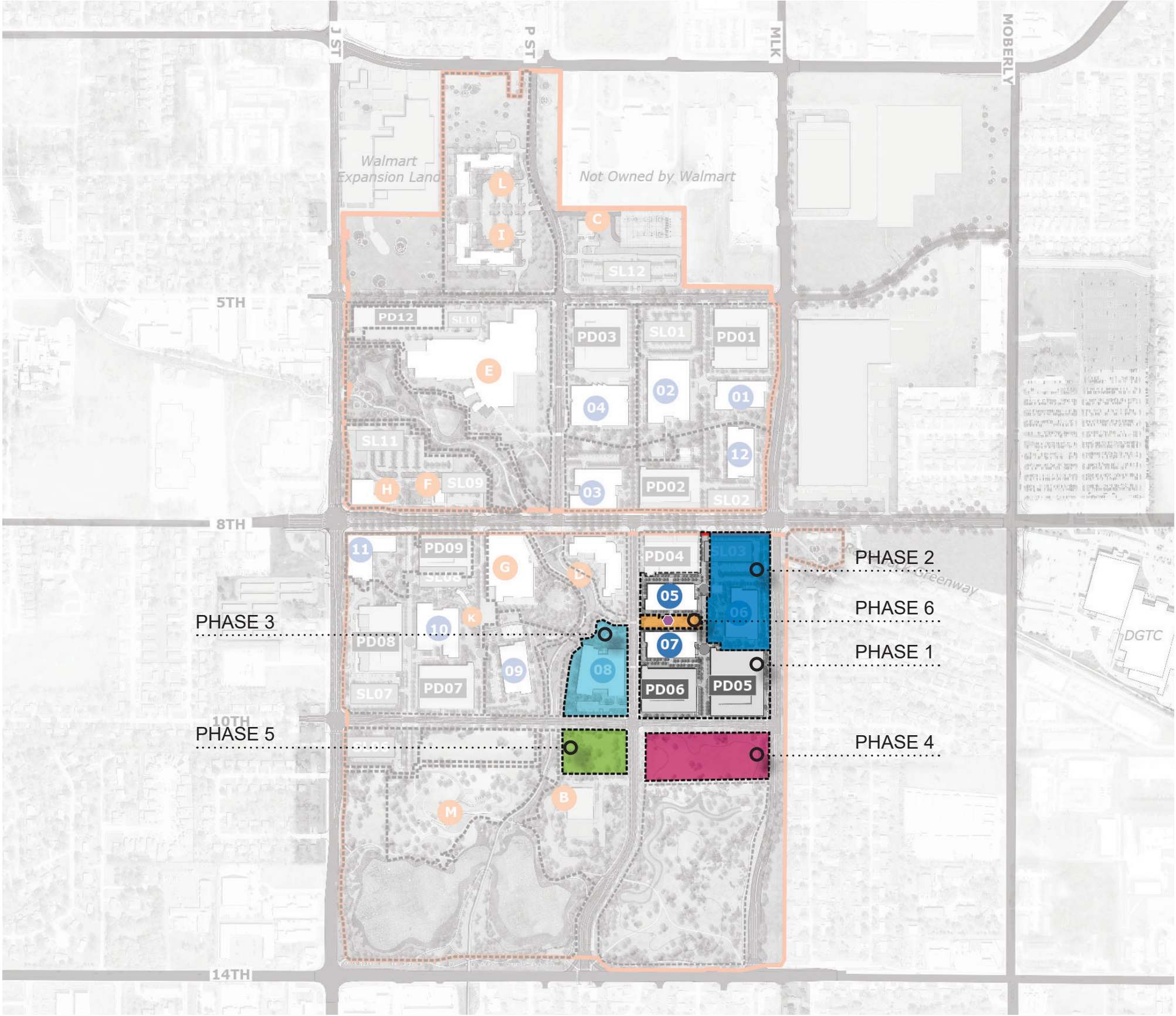
The PD12 parking garage will be constructed in an early phase without landscaping. Landscaping will be added during the construction of the adjacent Zone 02N/Fitness Center and will be complete before Grand Opening of Fitness Center.

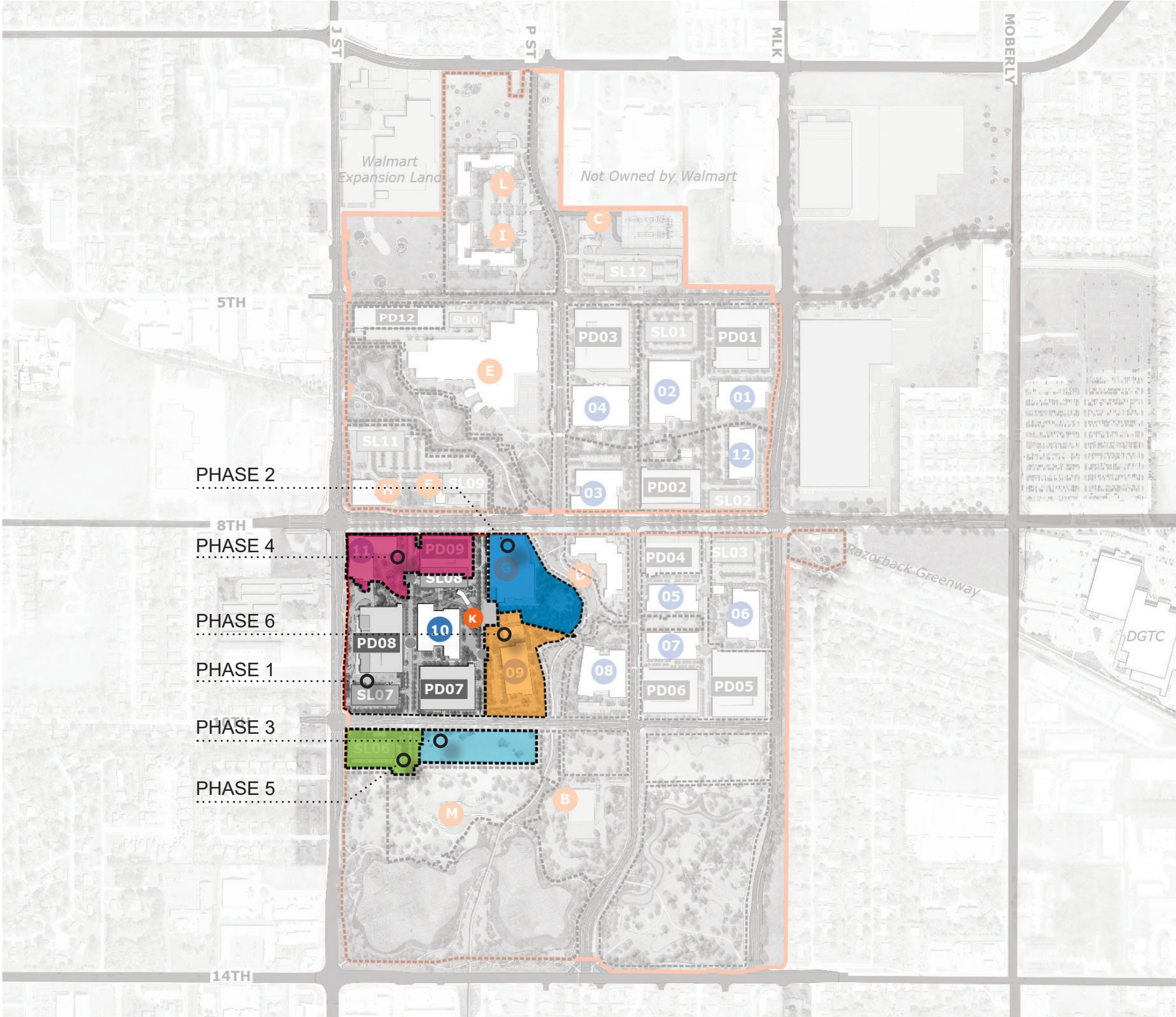


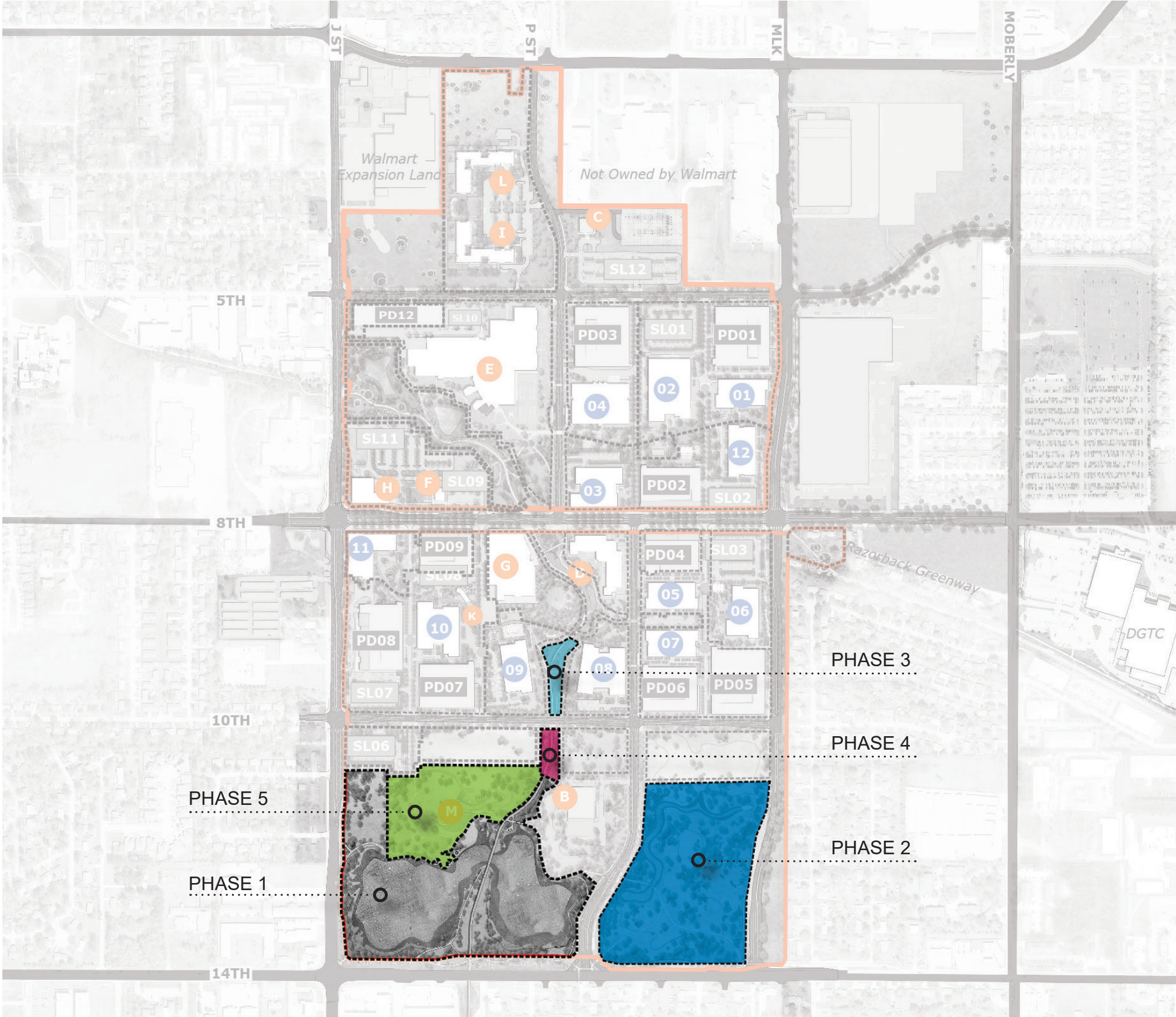


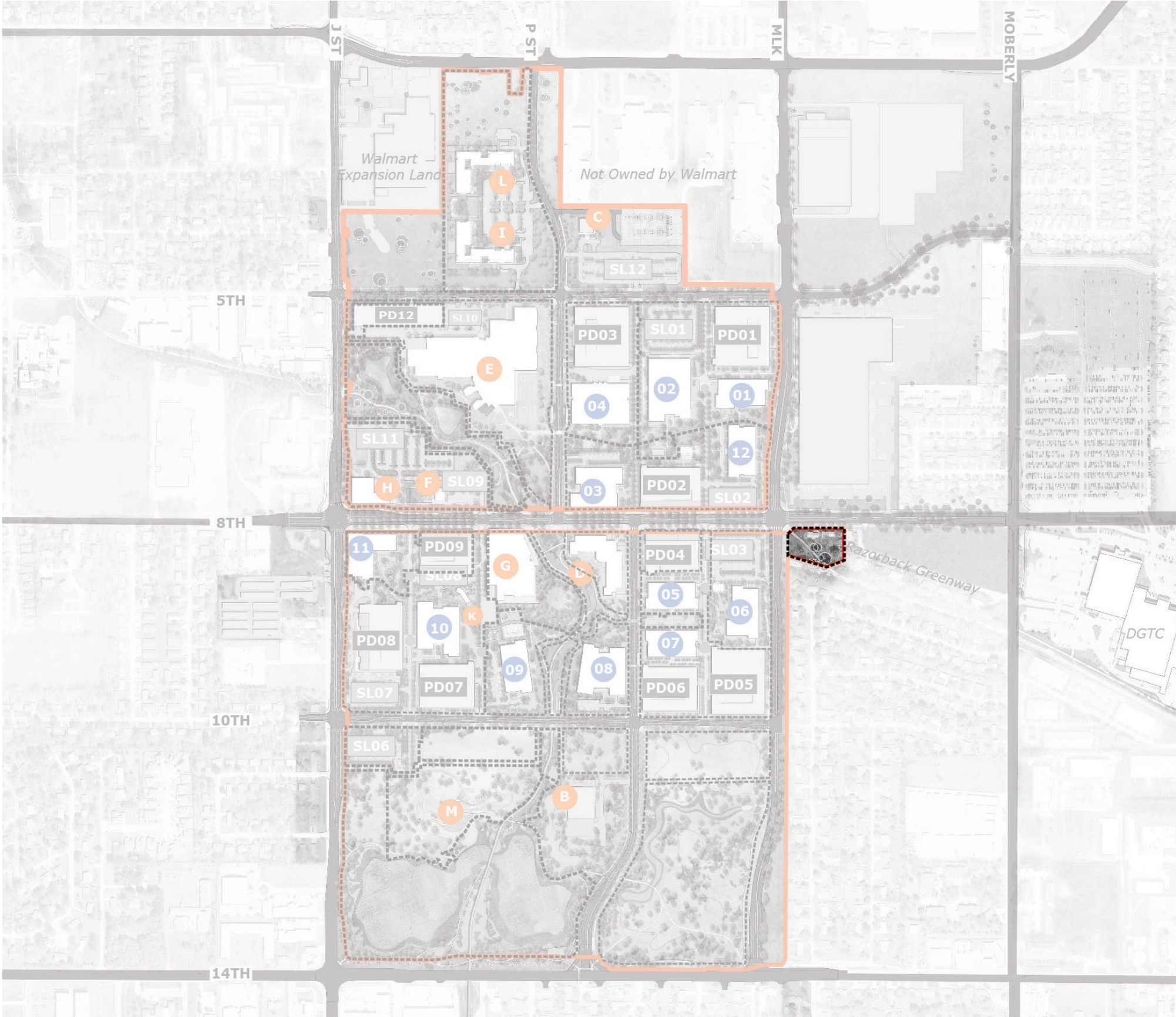


Stream Spring Water Feature

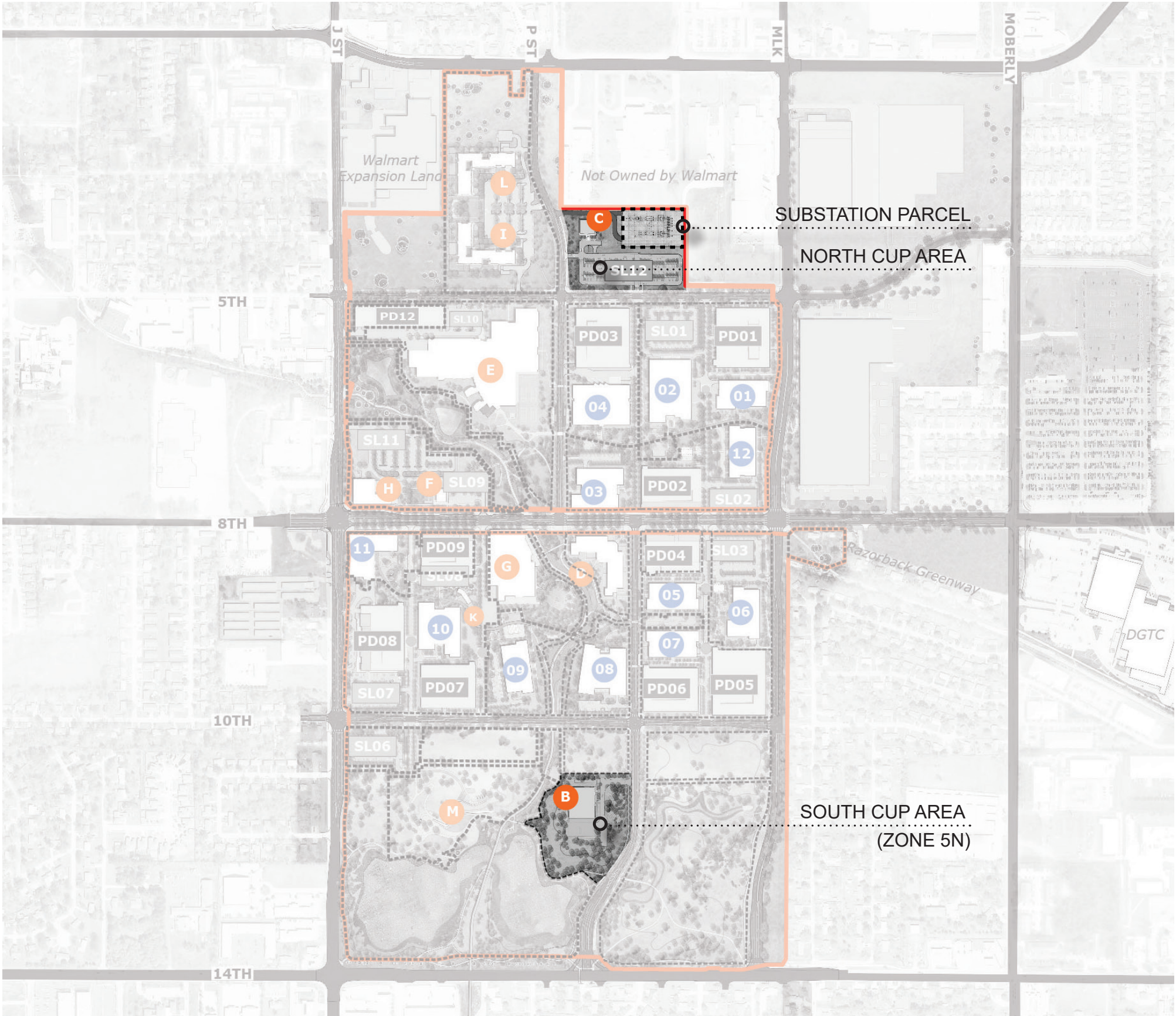


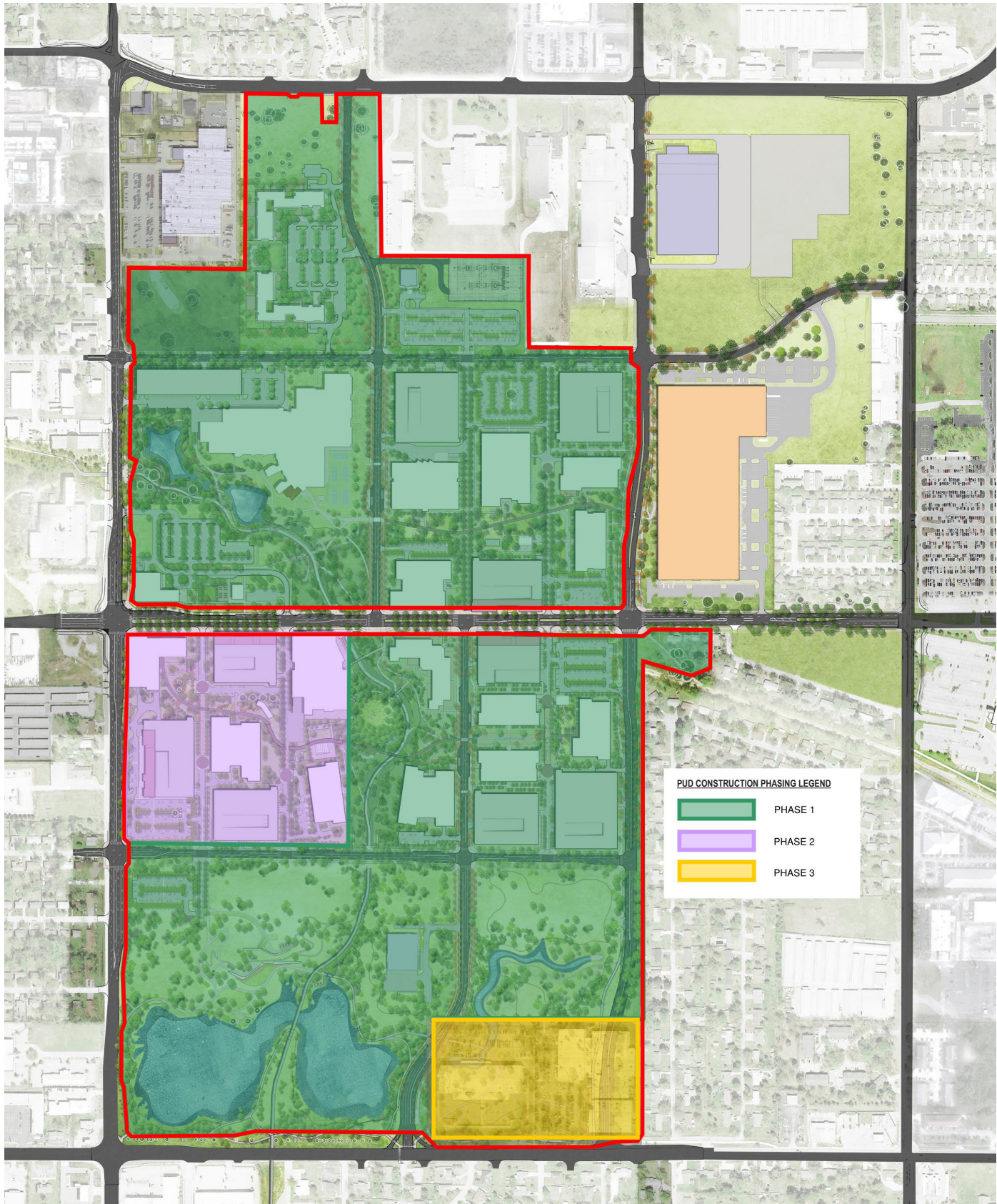






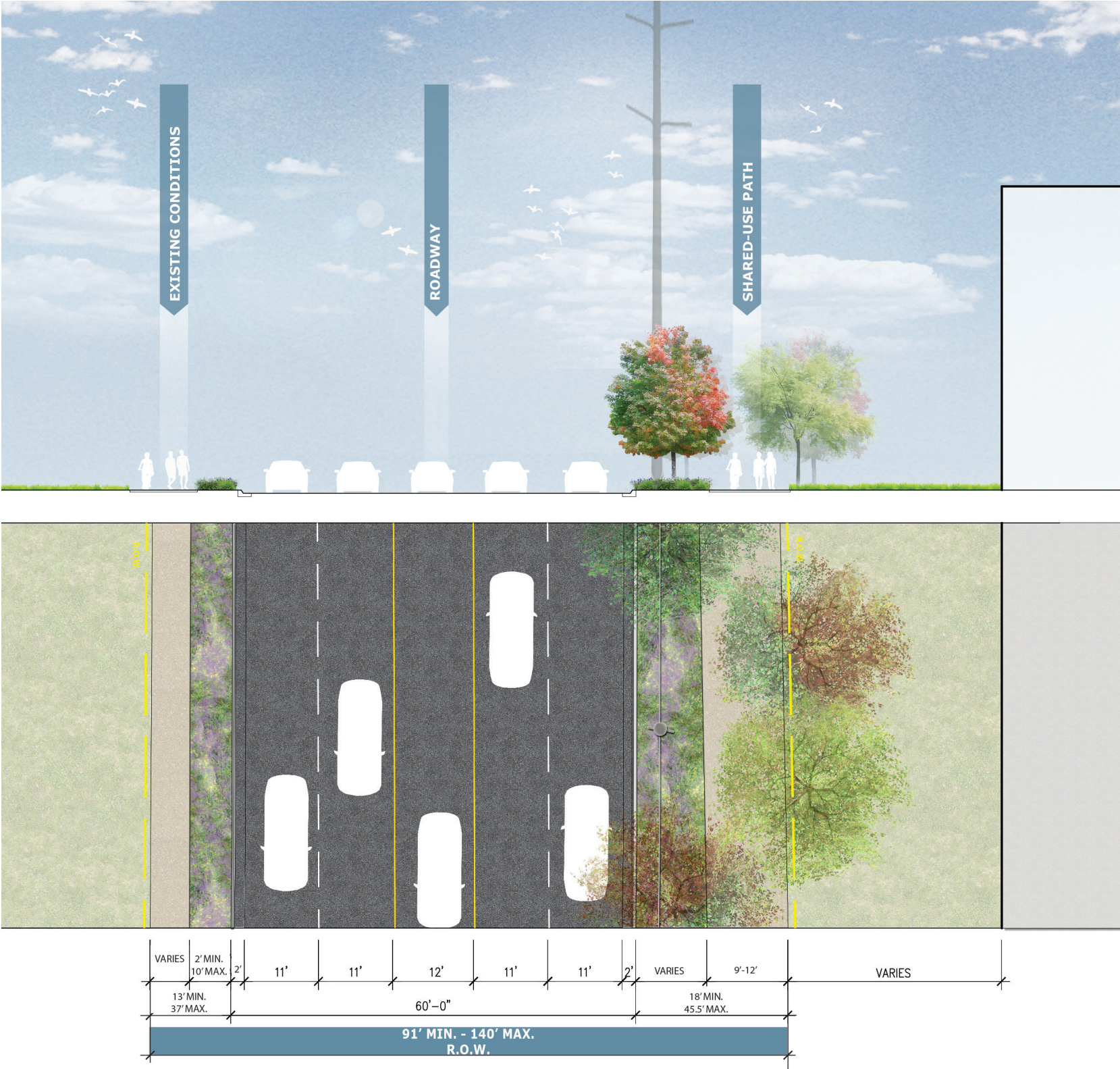
The Substation parcel will be granted lot access via an access easement as it does not have direct access to a public street.





PHASE 1	
Required Parking Spaces:	5,730
Total Parking Spaces:	9,904
PHASE 2	
Required parking spaces:	2,846
Total parking spaces:	3,262
PHASE 3	
Required parking spaces:	0
Total parking spaces:	0





PROPOSED GUIDELINES

EAST

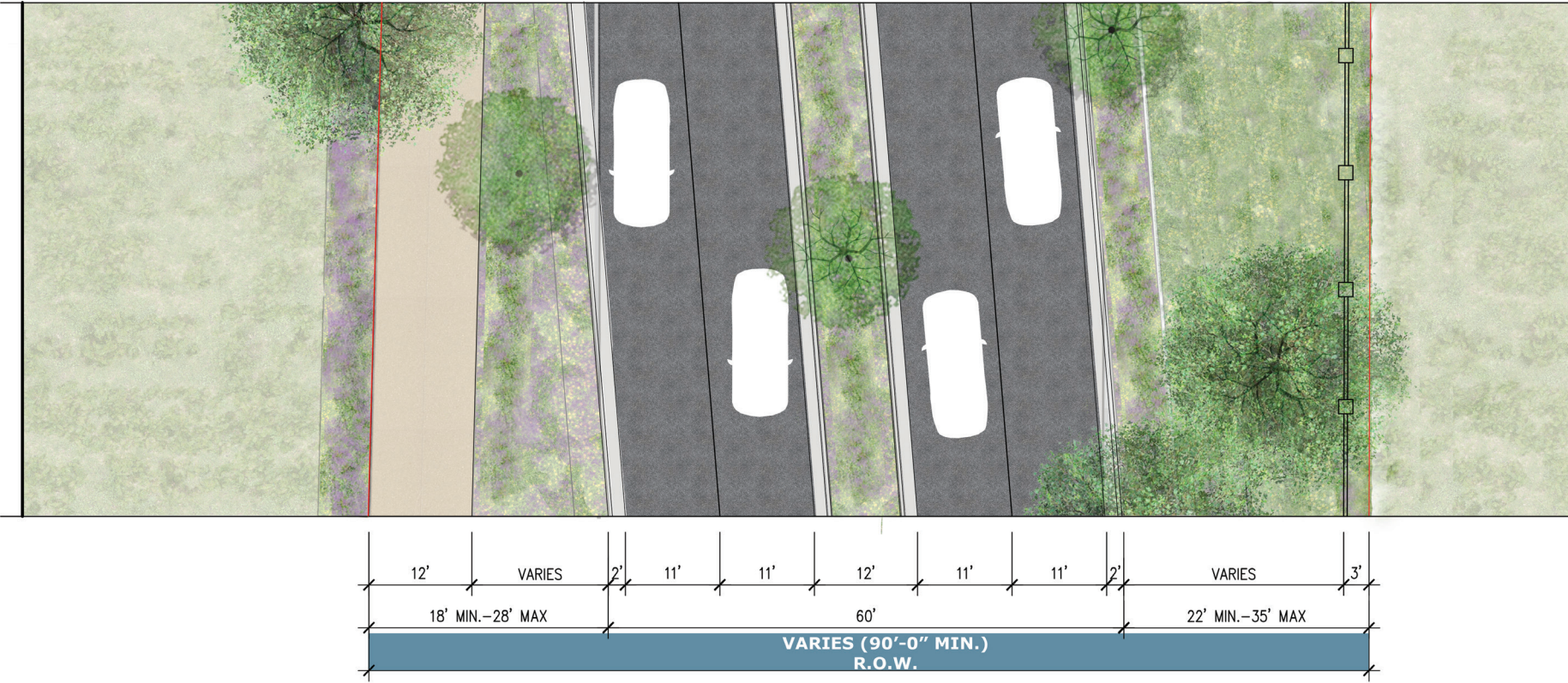
- 6' Min. wide green space curb zone
- 10' Min. wide shared-use sidewalk
Note: Reduced width where necessary to minimize impact to existing trees.
- Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.
- New trees planted under overhead utilities shall not exceed a mature height of 25 feet.

*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development

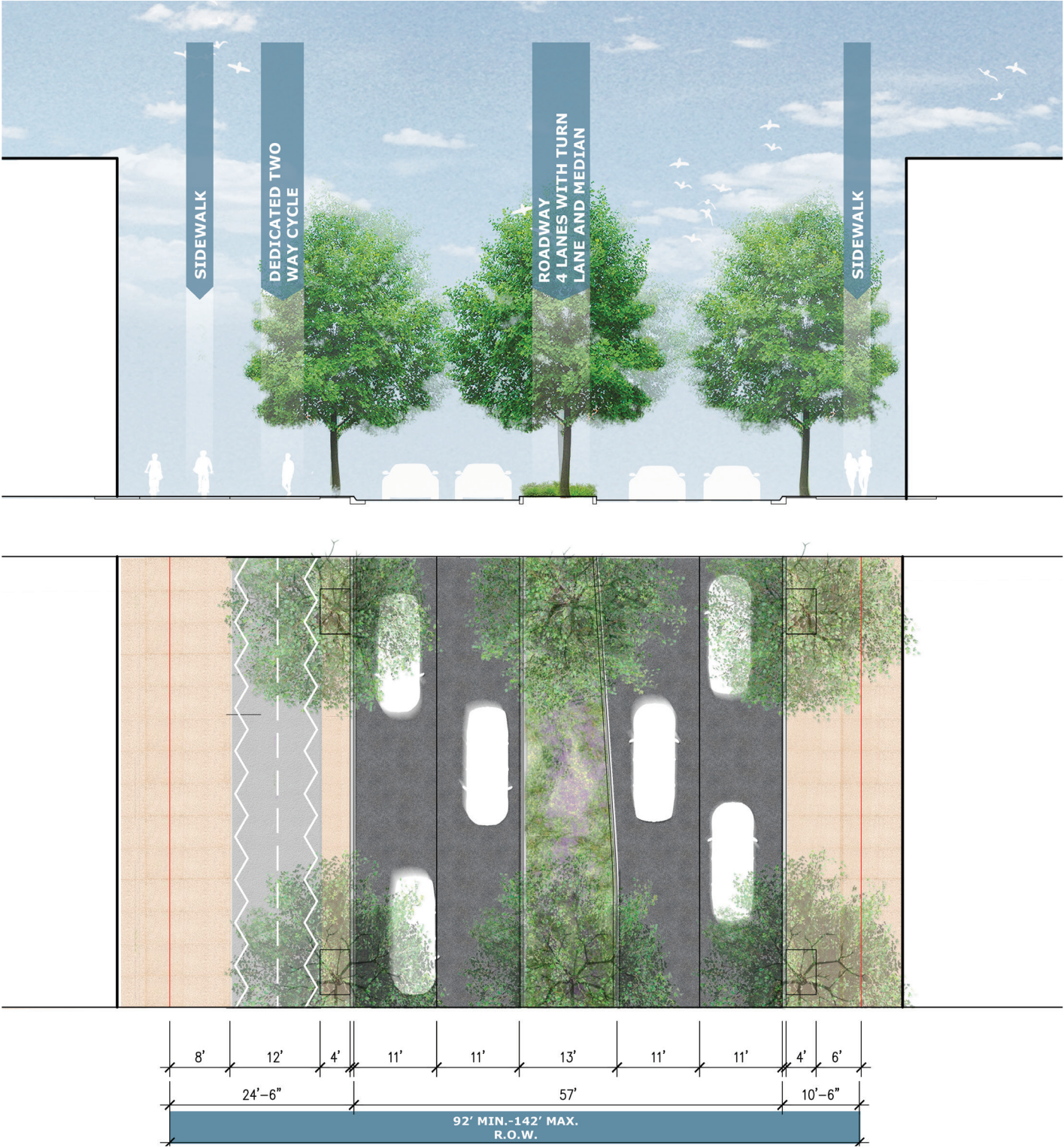


**PROPOSED GUIDELINES
EAST & WEST**

- 6' Min. wide green space curb zone
- 10' Min. wide shared-use sidewalk (on west side only)
- Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.



*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development



PROPOSED GUIDELINES

NORTH

- 4' wide paved curb zone
- 6' Min. wide sidewalk

SOUTH

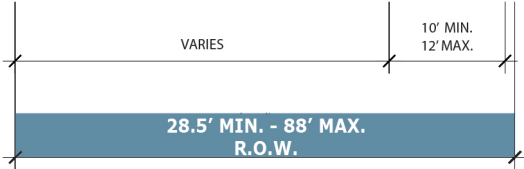
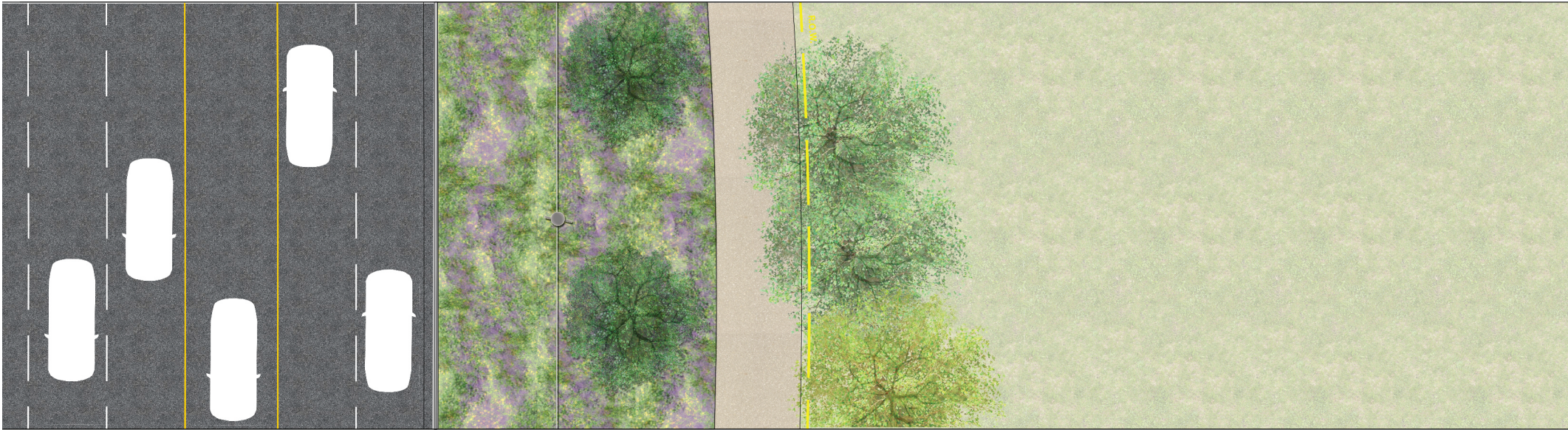
- 4' paved curb zone
- 12' wide two-way cycle path
- 8' Min. wide sidewalk
- Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.

*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development

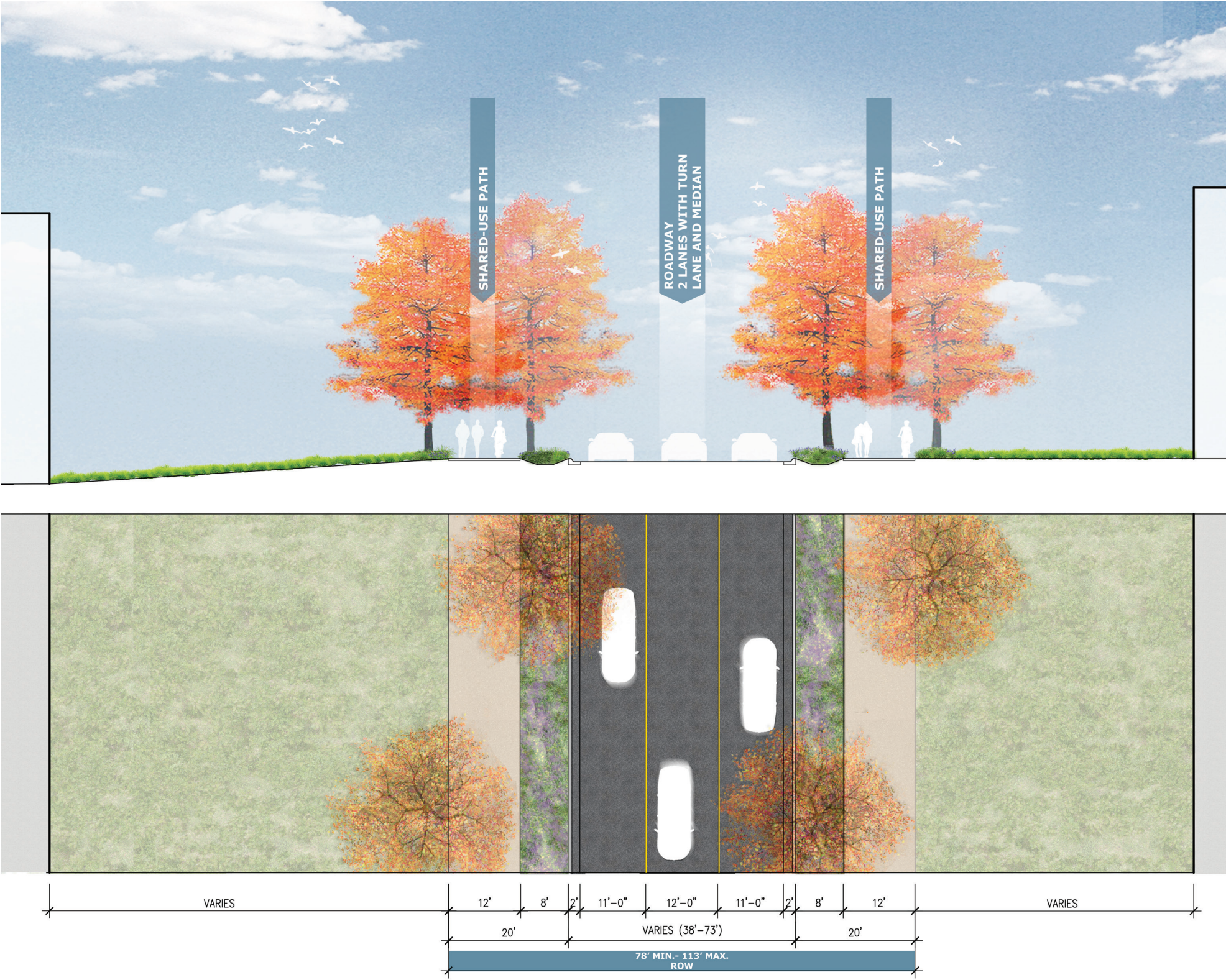


PROPOSED GUIDELINES
NORTH

- 8' Min. wide green space curb zone
- 10' Min. wide shared-use sidewalk
- Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.
- New trees planted under overhead utilities will be coordinated with AEP/ SWEPCO.



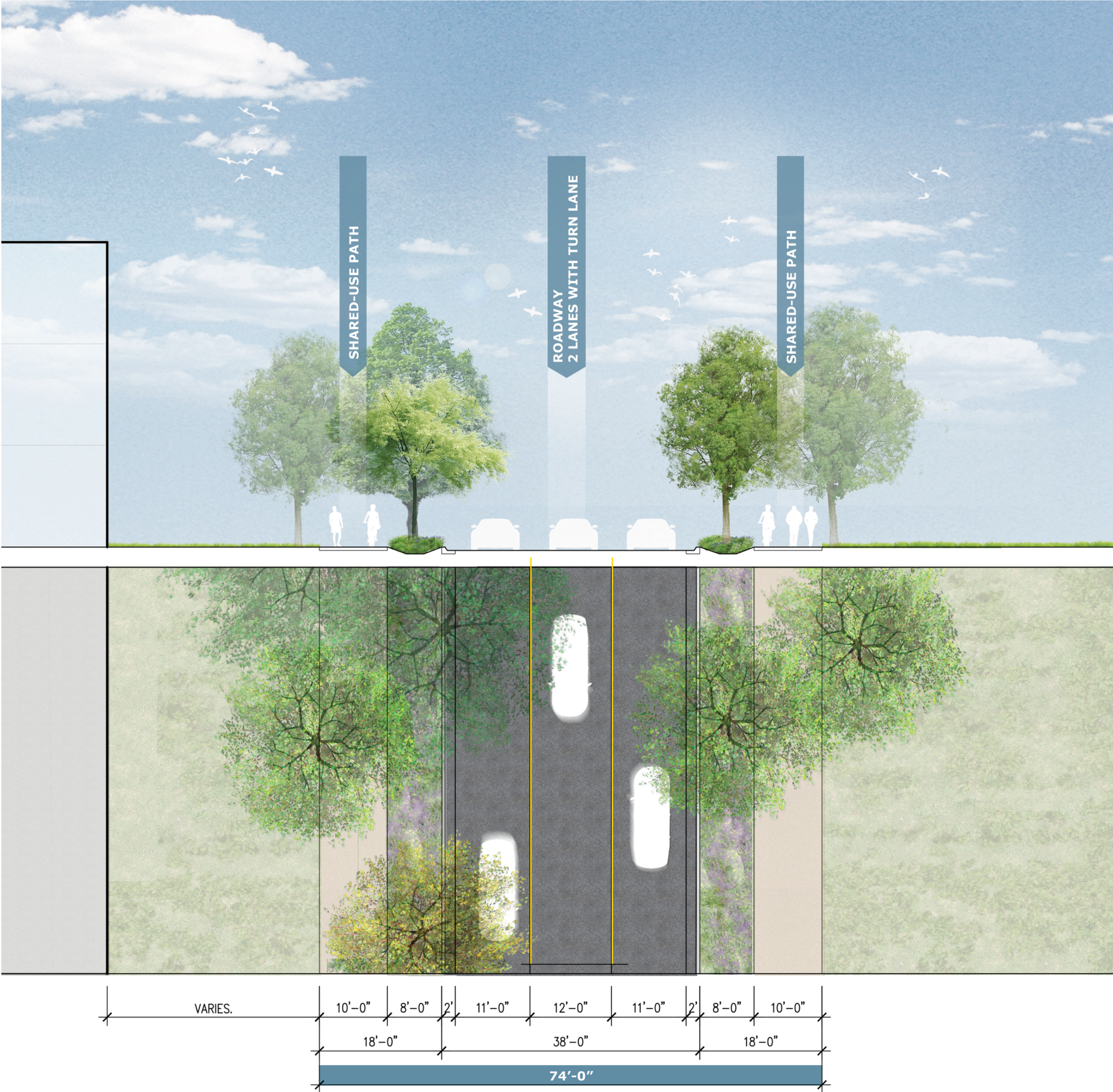
*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development
**Roadway lane layout provided for reference only and subject to change based on approved documents



PROPOSED GUIDELINES

- 8' wide green space curb zone
- 10' Min. wide shared-use sidewalk on at least one side of the street
- Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.

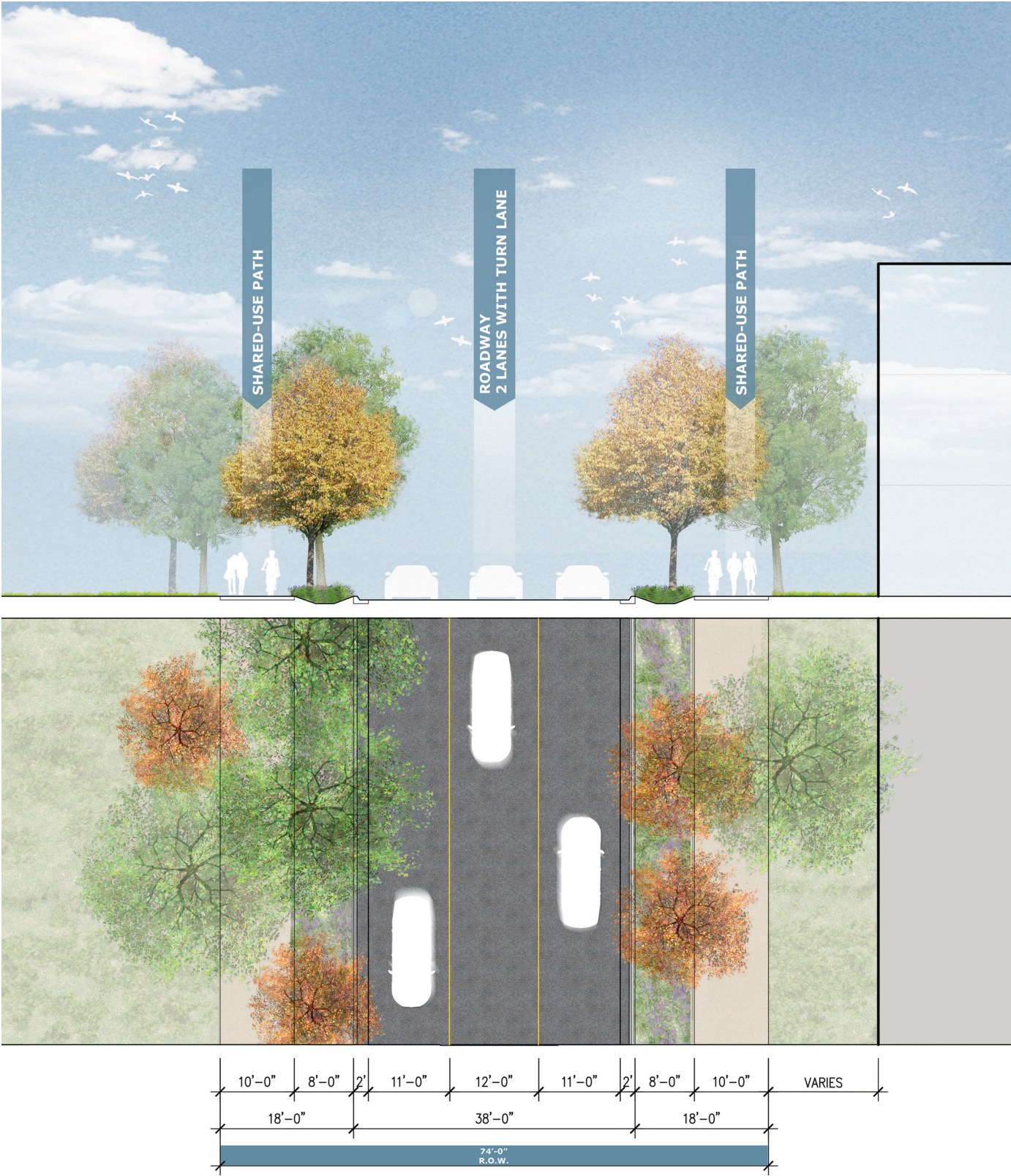
*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development



PROPOSED GUIDELINES

- 8' wide green space curb zone
- 10' Min. wide shared-use sidewalk on at least one side of the street
- Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.

*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development



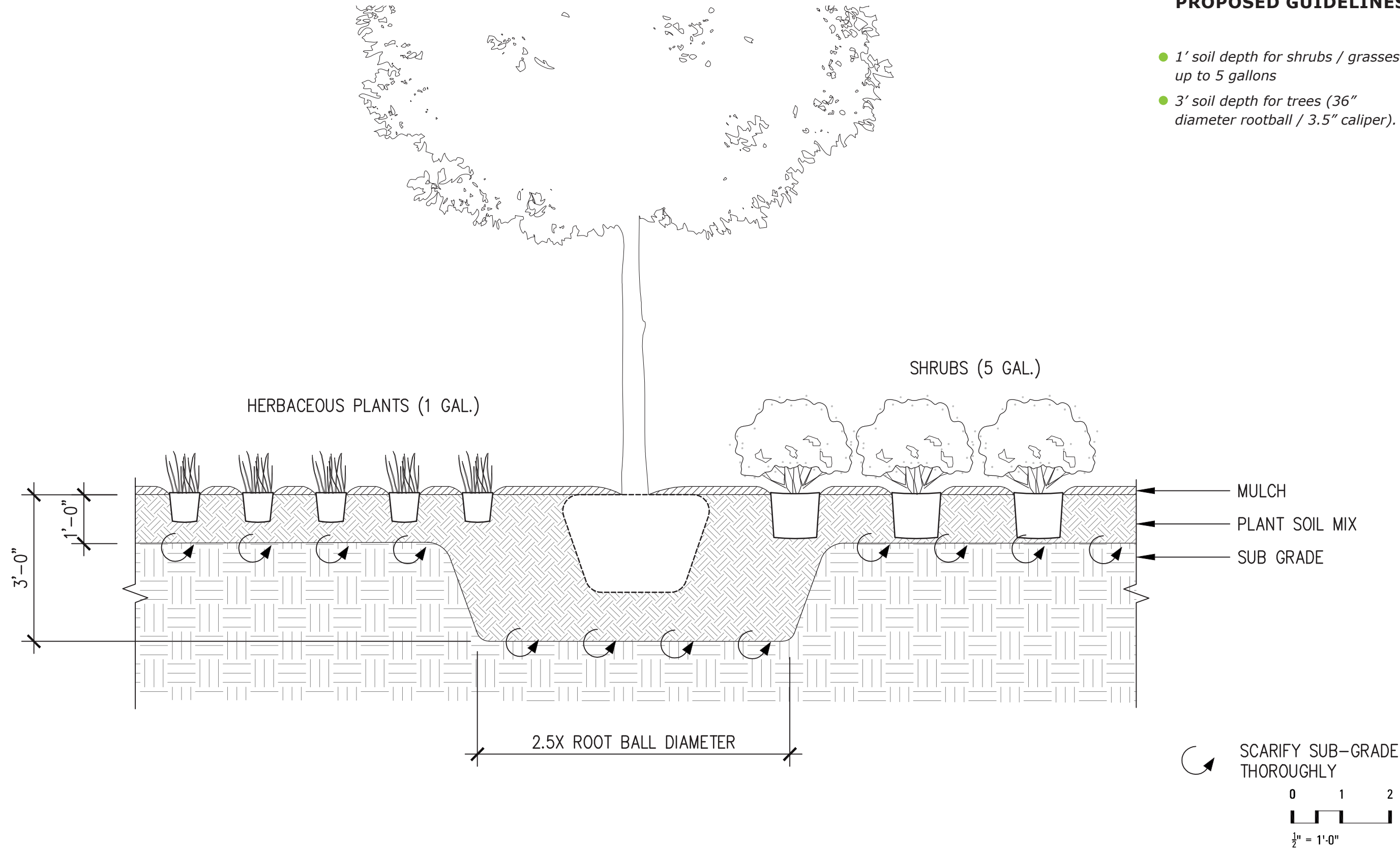
PROPOSED GUIDELINES

- 8' wide green space curb zone
- 10' Min. wide shared-use sidewalk on at least one side of the street
- Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.

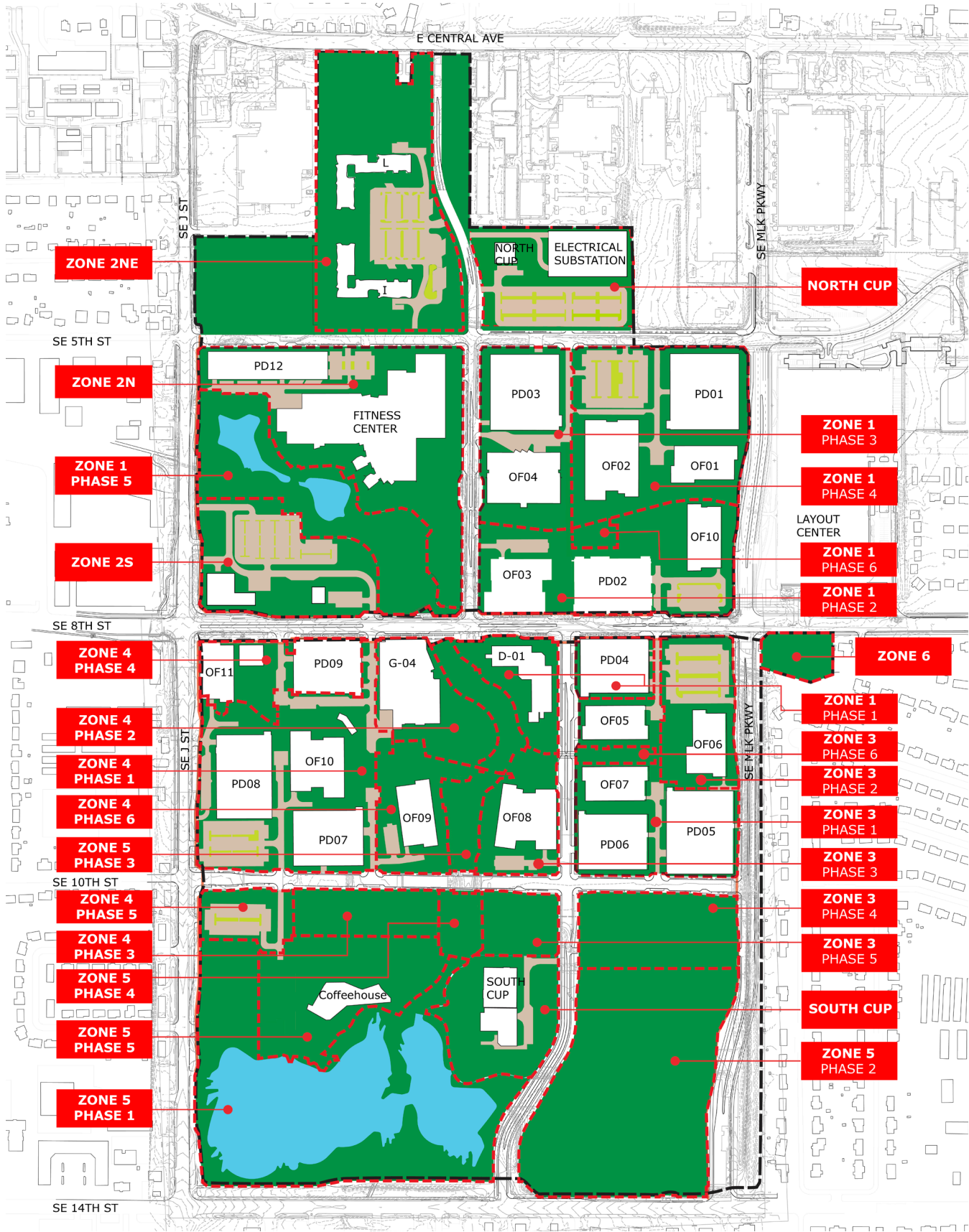
*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development

PROPOSED GUIDELINES

- 1' soil depth for shrubs / grasses up to 5 gallons
- 3' soil depth for trees (36" diameter rootball / 3.5" caliper).



OPEN SPACE AREA



ZONE 1 PHASE 1
AREA: 5.32 acres
OPEN SPACE: 2.45 acres
OPEN SPACE PERCENTAGE: 46%
(26% ABOVE REQUIREMENT)

ZONE 1 PHASE 2
AREA: 10.77 acres
OPEN SPACE: 5.16 acres
OPEN SPACE PERCENTAGE: 48%
(28% ABOVE REQUIREMENT)

ZONE 1 PHASE 3
AREA: 7.73 acres
OPEN SPACE: 2.55 acres
OPEN SPACE PERCENTAGE: 33%
(13% ABOVE REQUIREMENT)

ZONE 1 PHASE 4
AREA: 14.03 acres
OPEN SPACE: 6.08 acres
OPEN SPACE PERCENTAGE: 43%
(23% ABOVE REQUIREMENT)

ZONE 1 PHASE 5
AREA: 11.09 acres
OPEN SPACE: 9.89 acres
OPEN SPACE POND: 1.2 acres
OPEN SPACE PERCENTAGE: 89%
(69% ABOVE REQUIREMENT)

ZONE 1 PHASE 6
AREA: 0.49 acres
OPEN SPACE: 0.49 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 2S
AREA: 8.07 acres
OPEN SPACE: 4.04 acres
OPEN SPACE PERCENTAGE: 50%
(30% ABOVE REQUIREMENT)

ZONE 2N
AREA: 16.2 acres
OPEN SPACE: 7.6 acres
OPEN SPACE PERCENTAGE: 47%
(27% ABOVE REQUIREMENT)

ZONE 2NE
AREA: 15.67 acres
OPEN SPACE: 11.31 acres
OPEN SPACE PERCENTAGE: 72%
(52% ABOVE REQUIREMENT)

- KEY**
- OPEN SPACE AREA -
SOFTSCAPE OR PEDESTRIAN HARDSCAPE
 - OPEN SPACE AREA -
POND OR SEASONAL WATERWAY
 - PARKING LOT PLANTING
(NOT INCLUDED IN OPEN SPACE AREA)
 - PARKING LOT/VEHICULAR PAVING AREA
(NOT INCLUDED IN OPEN SPACE AREA)
 - FUTURE EXPANSION ZONE
(NOT INCLUDED IN OPEN SPACE AREA)

ZONE 3 PHASE 1
AREA: 9.73 acres
OPEN SPACE: 3.3 acres
OPEN SPACE PERCENTAGE: 34%
(14% ABOVE REQUIREMENT)

ZONE 3 PHASE 2
AREA: 5.64 acres
OPEN SPACE: 2.26 acres
OPEN SPACE PERCENTAGE: 40%
(20% ABOVE REQUIREMENT)

ZONE 3 PHASE 3
AREA: 3.87 acres
OPEN SPACE: 2.37 acres
OPEN SPACE PERCENTAGE: 40%
(20% ABOVE REQUIREMENT)

ZONE 3 PHASE 4
AREA: 5.61 acres
OPEN SPACE: 5.61 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 3 PHASE 5
AREA: 2.24 acres
OPEN SPACE: 2.24 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 3 PHASE 6
AREA: 0.58 acres
OPEN SPACE: 0.58 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 4 PHASE 1
AREA: 17.79 acres
OPEN SPACE: 9.2 acres
OPEN SPACE PERCENTAGE: 52%
(32% ABOVE REQUIREMENT)

ZONE 4 PHASE 2
AREA: 4.7 acres
OPEN SPACE: 2.4 acres
OPEN SPACE PERCENTAGE: 51%
(31% ABOVE REQUIREMENT)

ZONE 4 PHASE 3
AREA: 3.18 acres
OPEN SPACE: 3.18 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 4 PHASE 4
AREA: 4.66 acres
OPEN SPACE: 1.51 acres
OPEN SPACE PERCENTAGE: 32%
(12% ABOVE REQUIREMENT)

ZONE 4 PHASE 5
AREA: 2.34 acres
OPEN SPACE: 1.14 acres
OPEN SPACE PERCENTAGE: 49%
(29% ABOVE REQUIREMENT)

ZONE 4 PHASE 6
AREA: 4.3 acres
OPEN SPACE: 2.9 acres
OPEN SPACE PERCENTAGE: 67%
(47% ABOVE REQUIREMENT)

ZONE 5 PHASE 1
AREA: 22.4 acres
OPEN SPACE: 9.9 acres
OPEN SPACE POND: 12.5 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 2
AREA: 17.02 acres
OPEN SPACE: 17.02 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 3
AREA: 1.69 acres
OPEN SPACE: 1.69 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 4
AREA: 1.28 acres
OPEN SPACE: 1.28 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 5
AREA: 7.73 acres
OPEN SPACE: 6.9 acres
OPEN SPACE PERCENTAGE: 89%
(69% ABOVE REQUIREMENT)

ZONE 6
AREA: 1.47 acres
OPEN SPACE: 1.47 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

NCUP
AREA: 7.42 acres
OPEN SPACE: 2.51 acres
OPEN SPACE PERCENTAGE: 34%
(14% ABOVE REQUIREMENT)

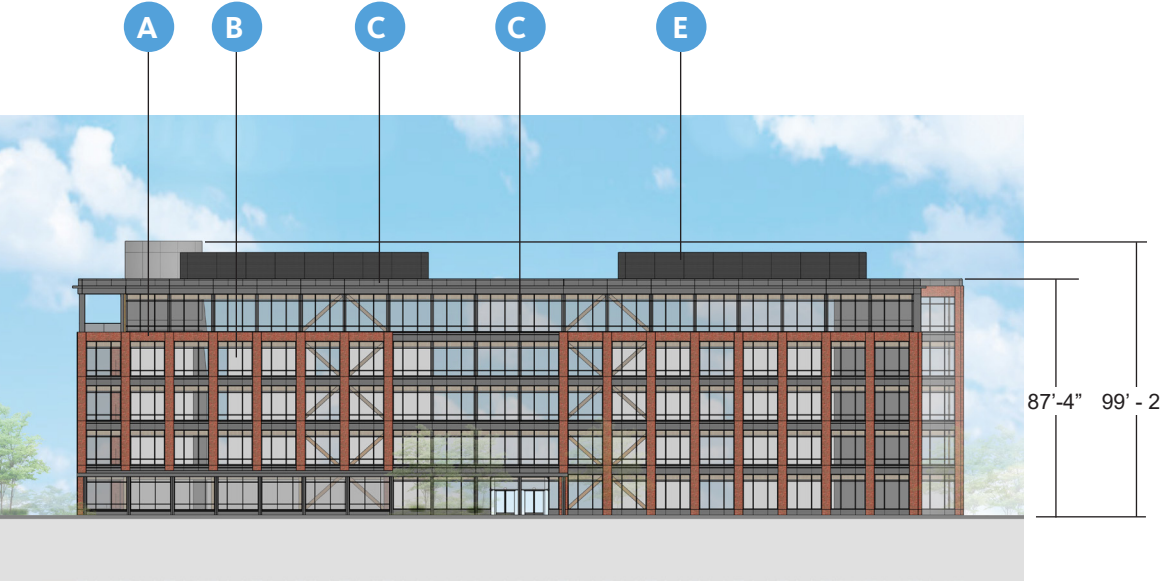
SCUP
AREA: 6.07 acres
OPEN SPACE: 4.34 acres
OPEN SPACE PERCENTAGE: 71%
(51% ABOVE REQUIREMENT)

TOTAL AREA: 252.38 ACRES
OPEN SPACE: 145.07 acres
OPEN SPACE PERCENTAGE: 57%
(33% ABOVE REQUIREMENT)

Note: PUD Revision 9 includes identifying the 8th/MLK trail head as a new zone, Zone 6; the addition of Phase 5 in Zone 5, the addition of Phase 6 in Zone 1 and Zone 3, and addition of Phase 3, Phase 4, Phase 5 and Phase 6 in Zone 4.



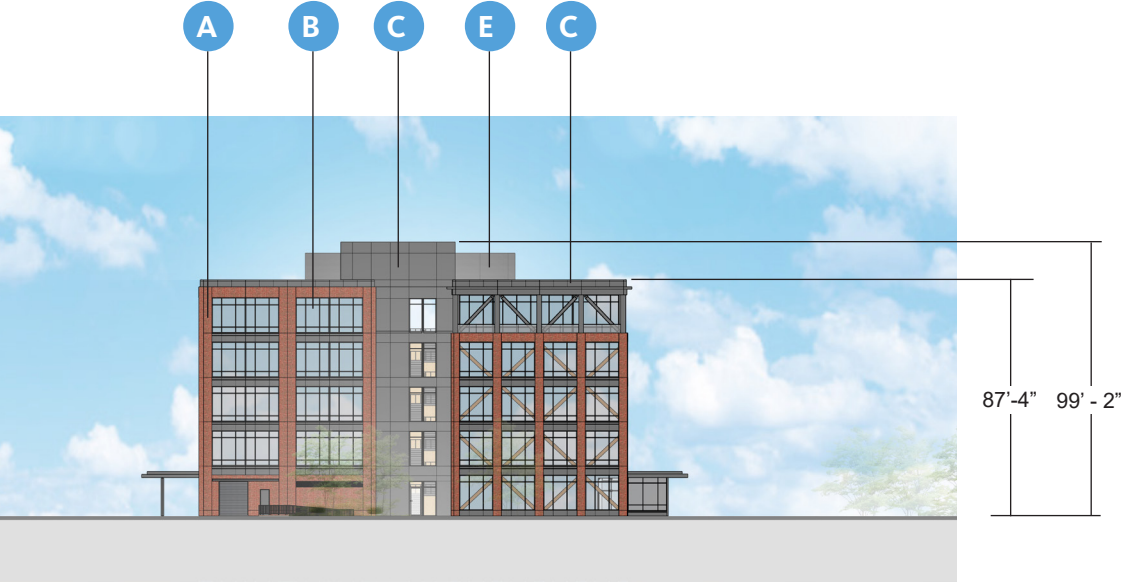
NORTH ELEVATION



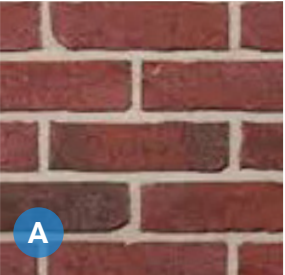
SOUTH ELEVATION



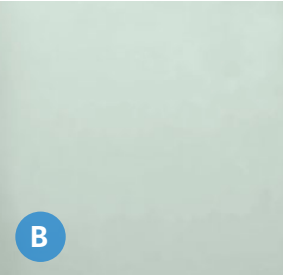
EAST ELEVATION



WEST ELEVATION



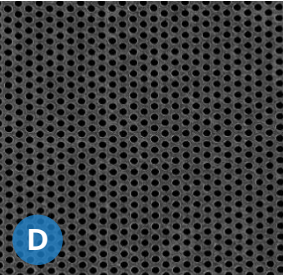
BR01- RED THIN BRICK



GL01- VISION GLASS



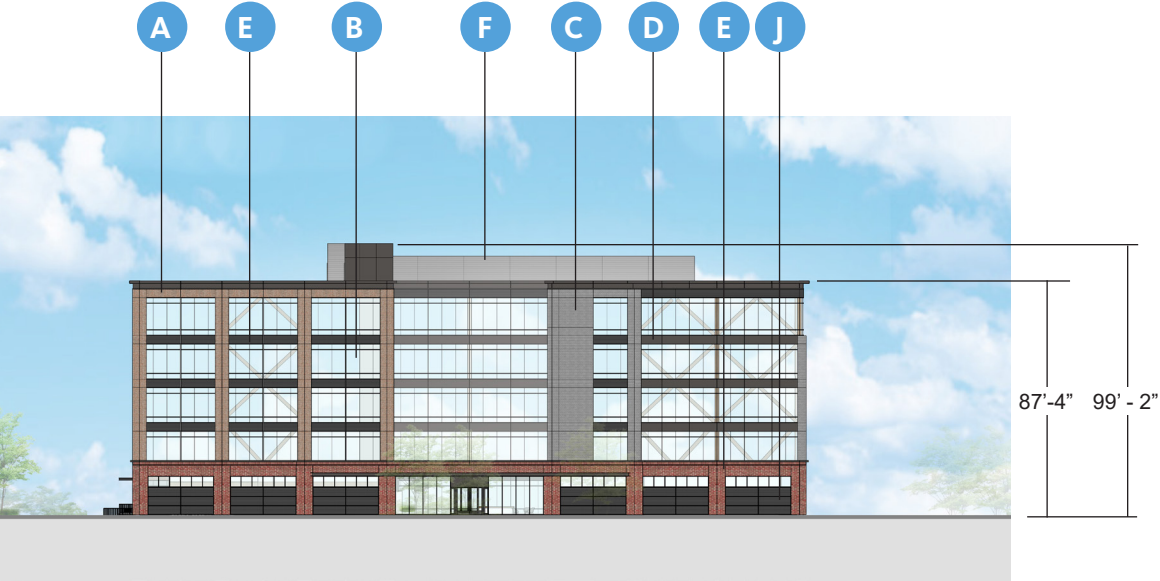
MP01- GRAY METAL
MINIMUM 24 GAUGE



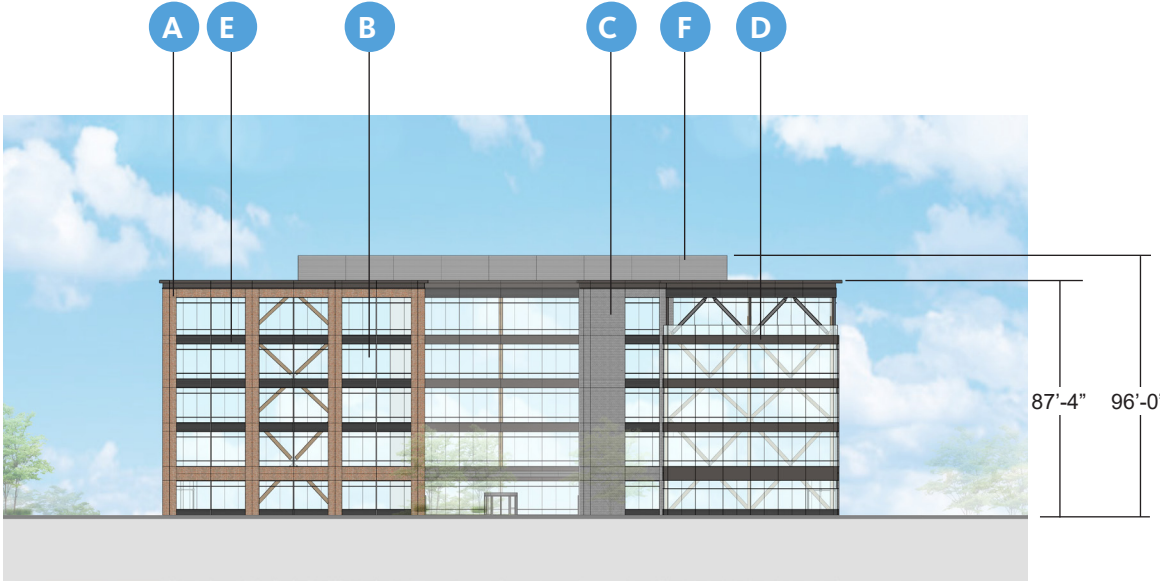
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



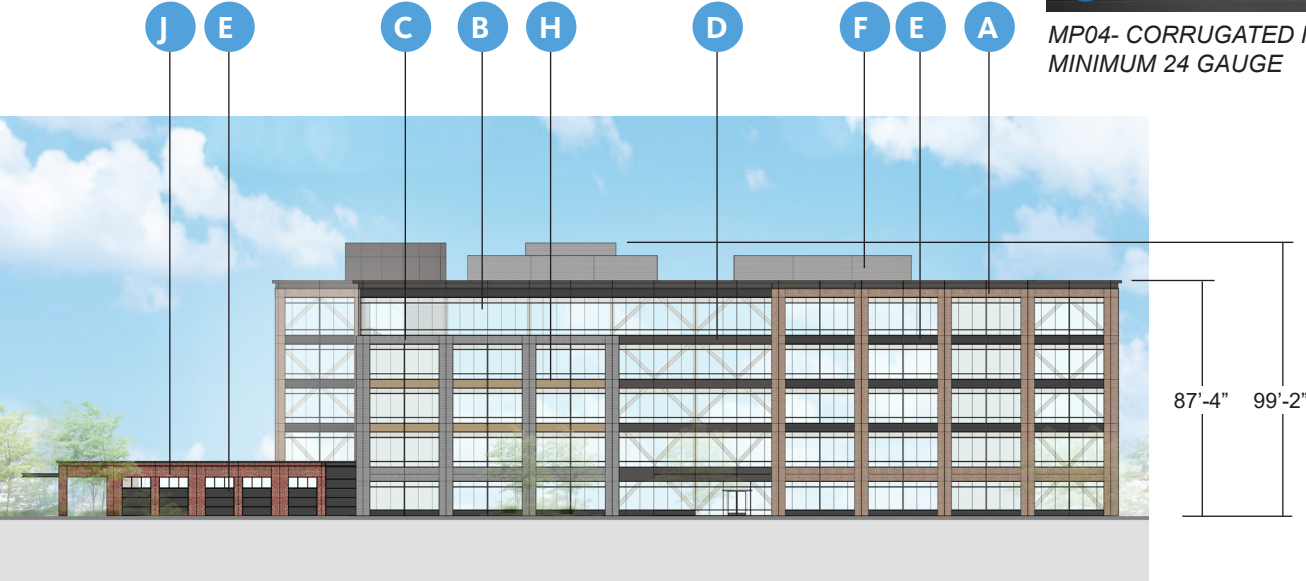
NORTH ELEVATION



SOUTH ELEVATION



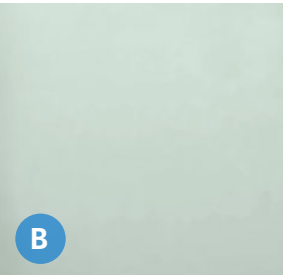
EAST ELEVATION



WEST ELEVATION



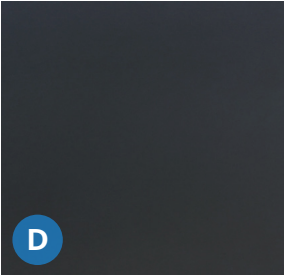
BR02- RED THIN BRICK



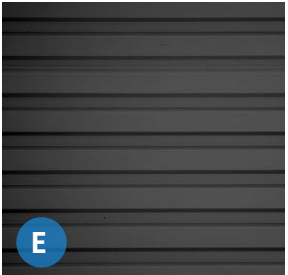
GL01- VISION GLASS



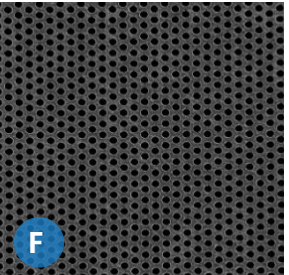
BR04- GRAY THIN BRICK



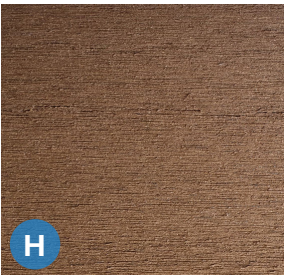
MP03- BLACK METAL
MINIMUM 24 GAUGE



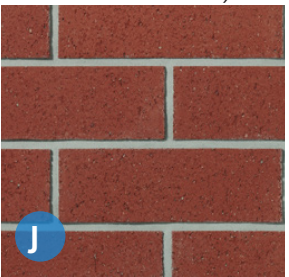
MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



MP05- PERFORATED METAL
MINIMUM 24 GAUGE



WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



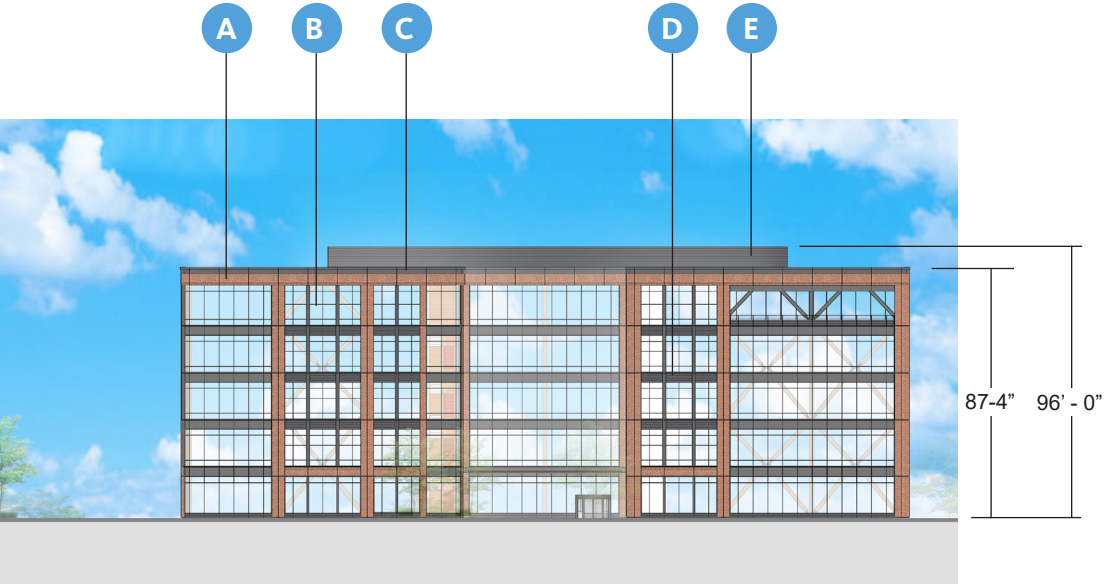
BR05- RED THIN BRICK



NORTH ELEVATION



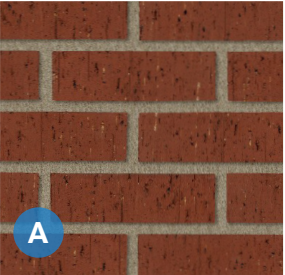
SOUTH ELEVATION



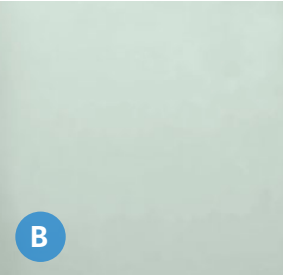
EAST ELEVATION



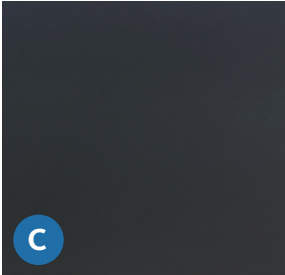
WEST ELEVATION



BR01- RED THIN BRICK



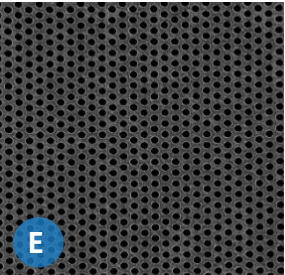
GL01- VISION GLASS



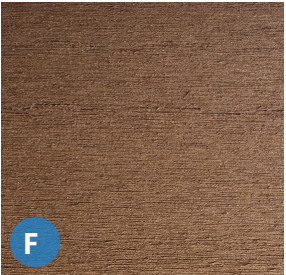
MP03- BLACK METAL
MINIMUM 24 GAUGE



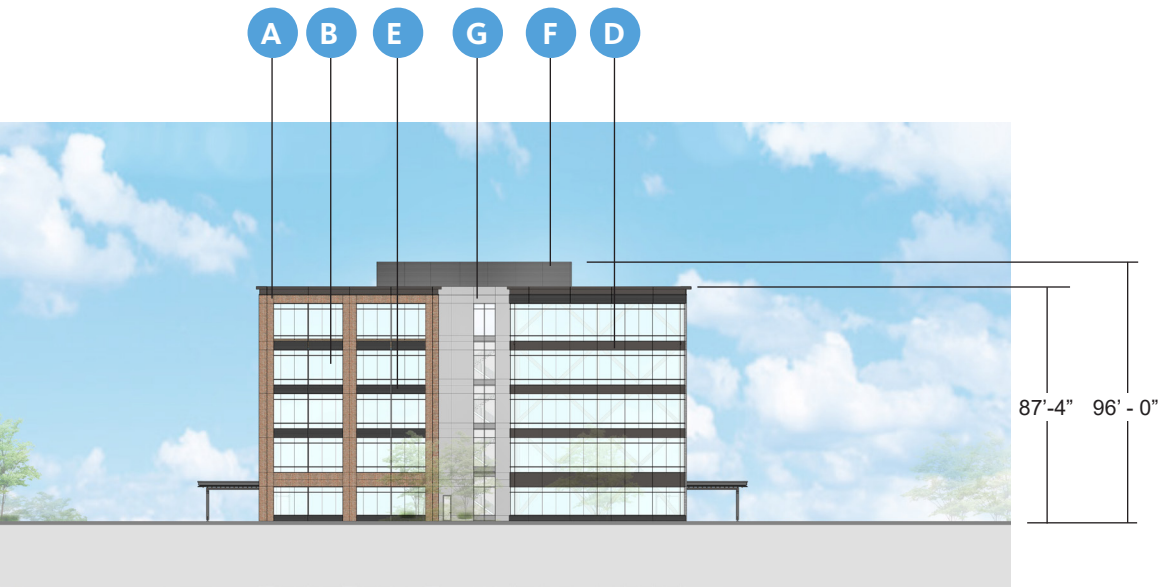
MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



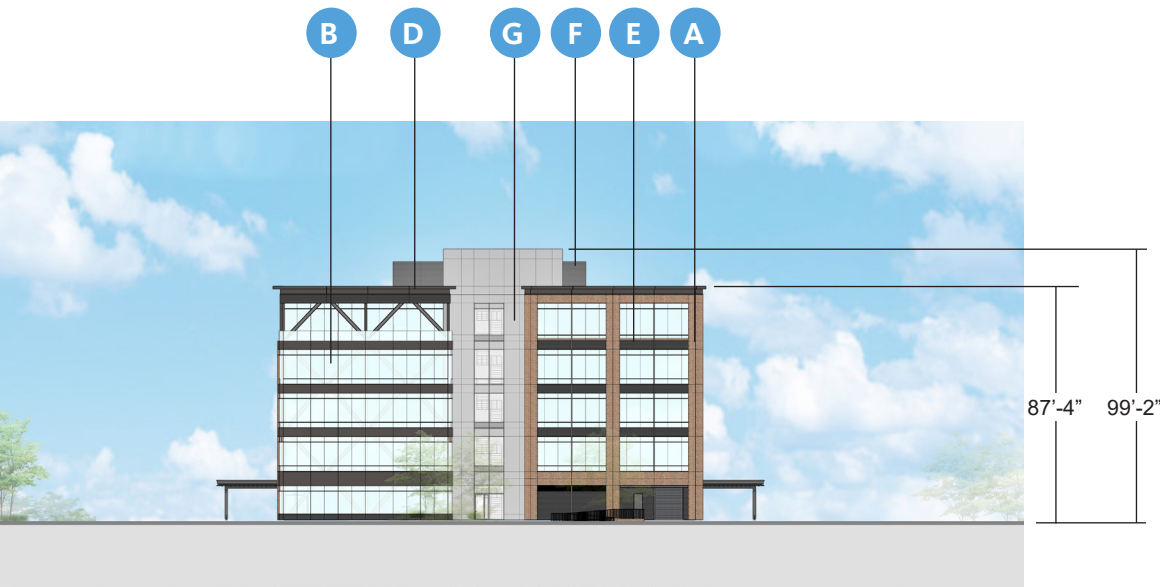
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



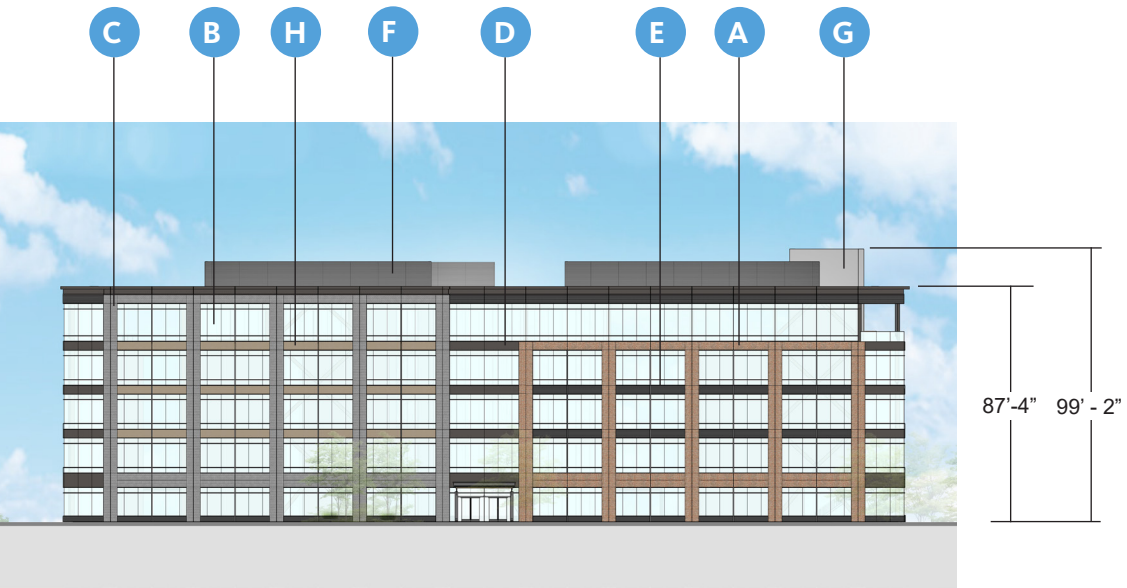
NORTH ELEVATION



SOUTH ELEVATION



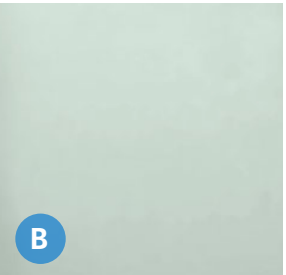
EAST ELEVATION



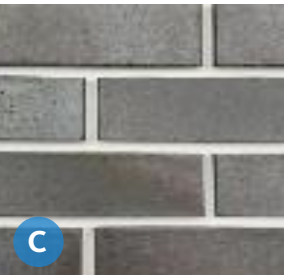
WEST ELEVATION



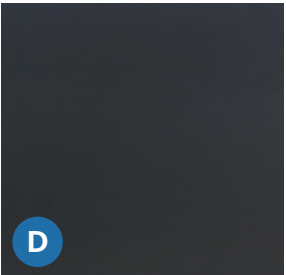
BR02- RED THIN BRICK



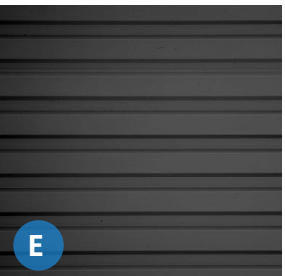
GL01- VISION GLASS



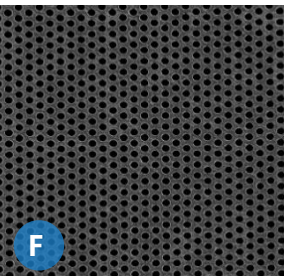
BR04- GRAY THIN BRICK



MP03- BLACK METAL
MINIMUM 24 GAUGE



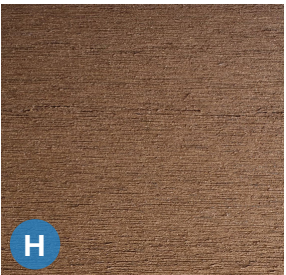
MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



MP05- PERFORATED METAL
MINIMUM 24 GAUGE



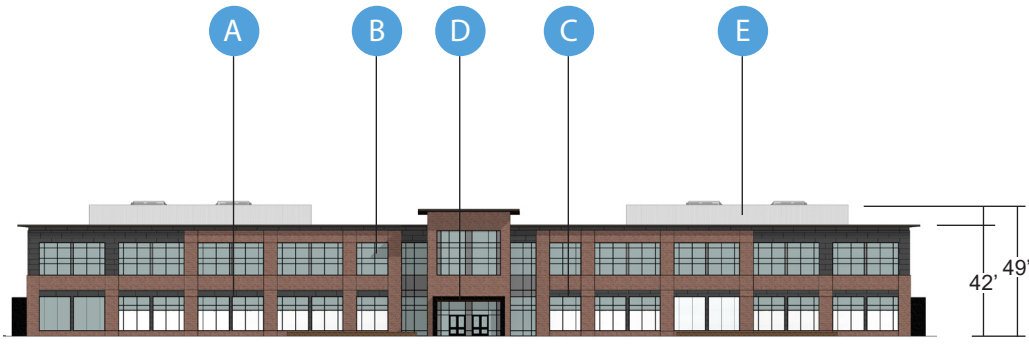
MP01- GRAY METAL
MINIMUM 24 GAUGE



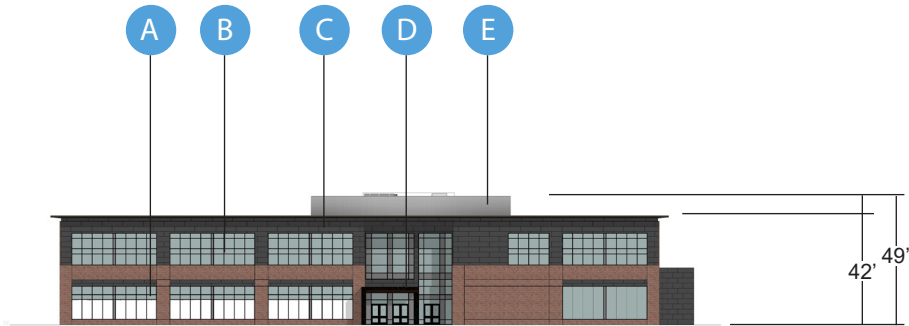
WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



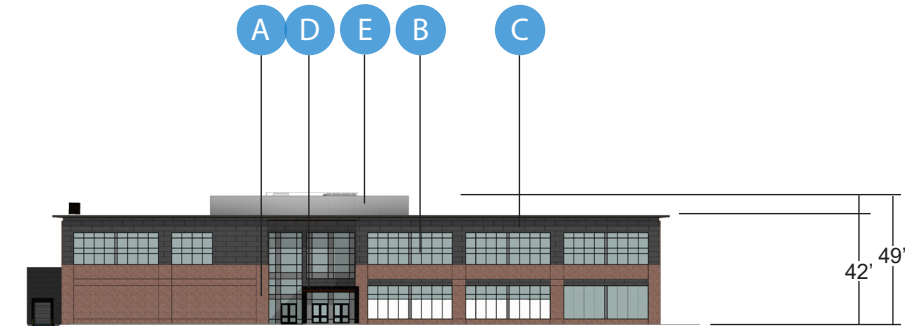
NORTH ELEVATION



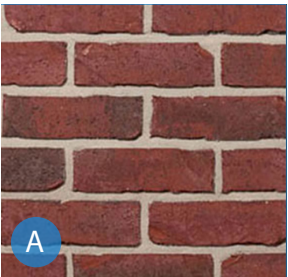
SOUTH ELEVATION



EAST ELEVATION



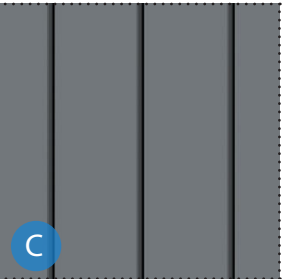
WEST ELEVATION



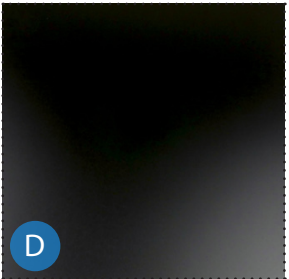
BR01- RED BRICK



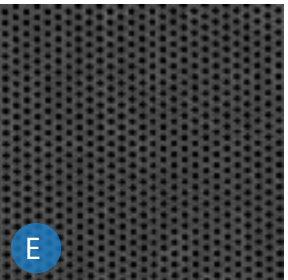
GL01- VISION GLASS



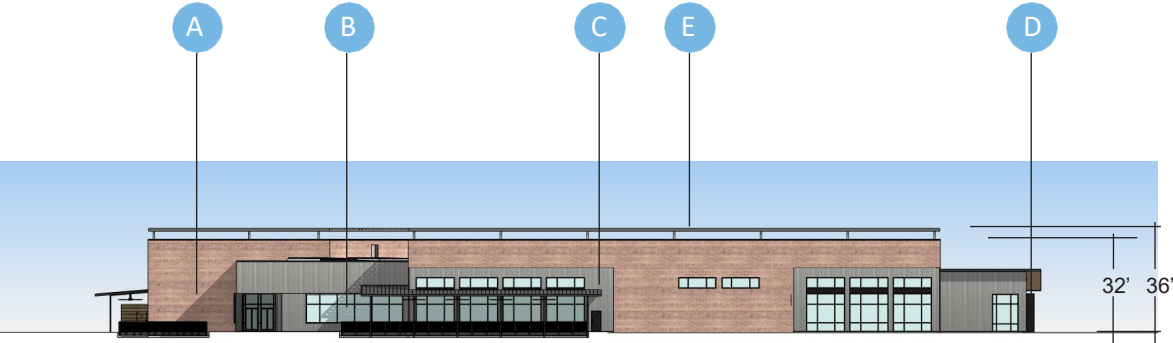
MP01- GRAY METAL
MINIMUM 24 GAUGE



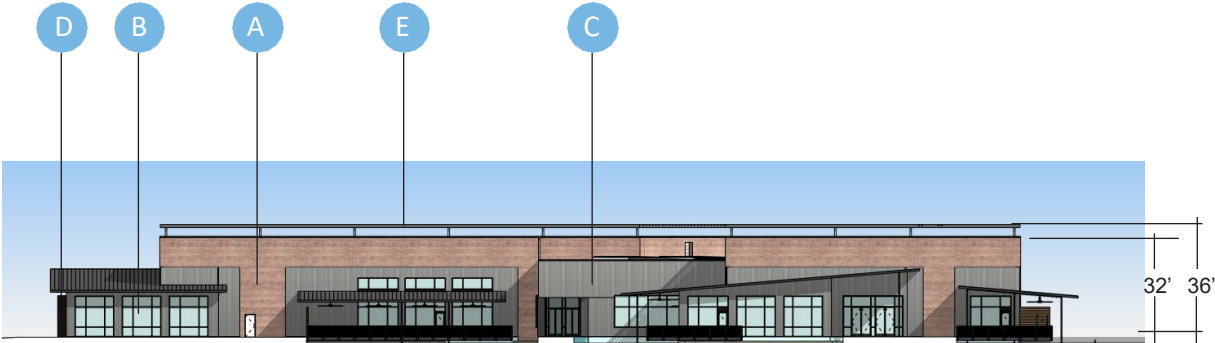
MP03- BLACK METAL
MINIMUM 24 GAUGE



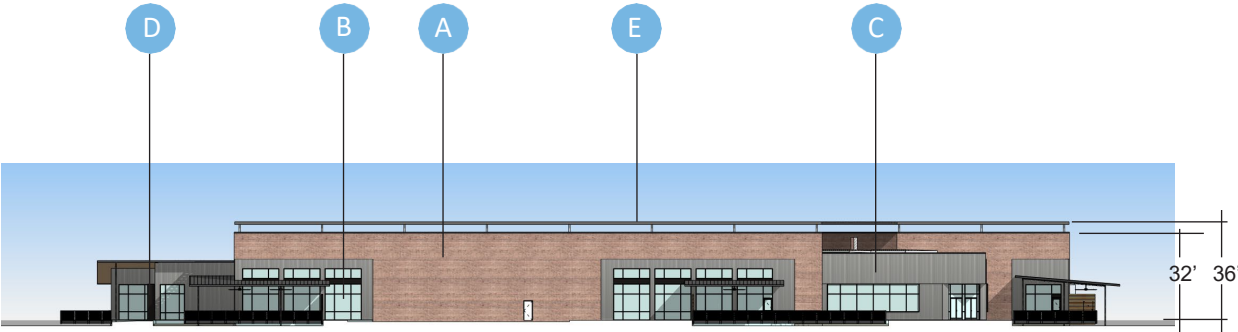
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



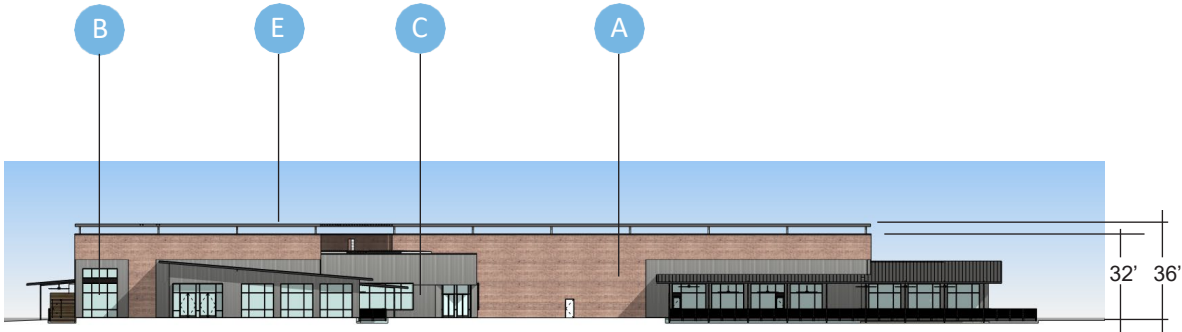
NORTH ELEVATION



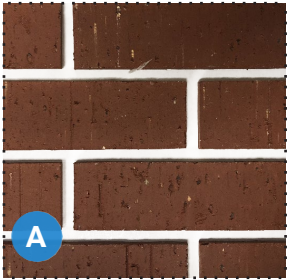
SOUTH ELEVATION



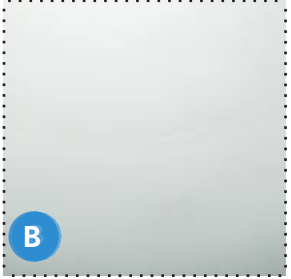
EAST ELEVATION



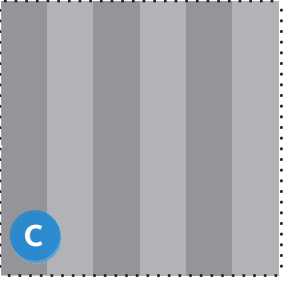
WEST ELEVATION



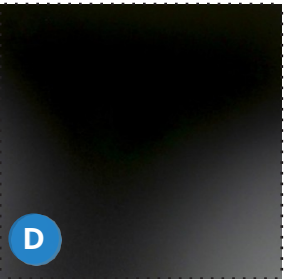
BR01- RED BRICK



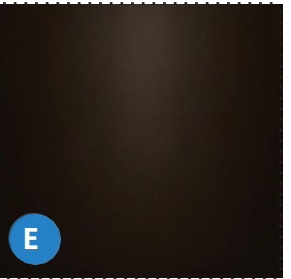
GL01- VISION GLASS



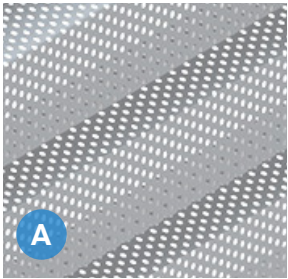
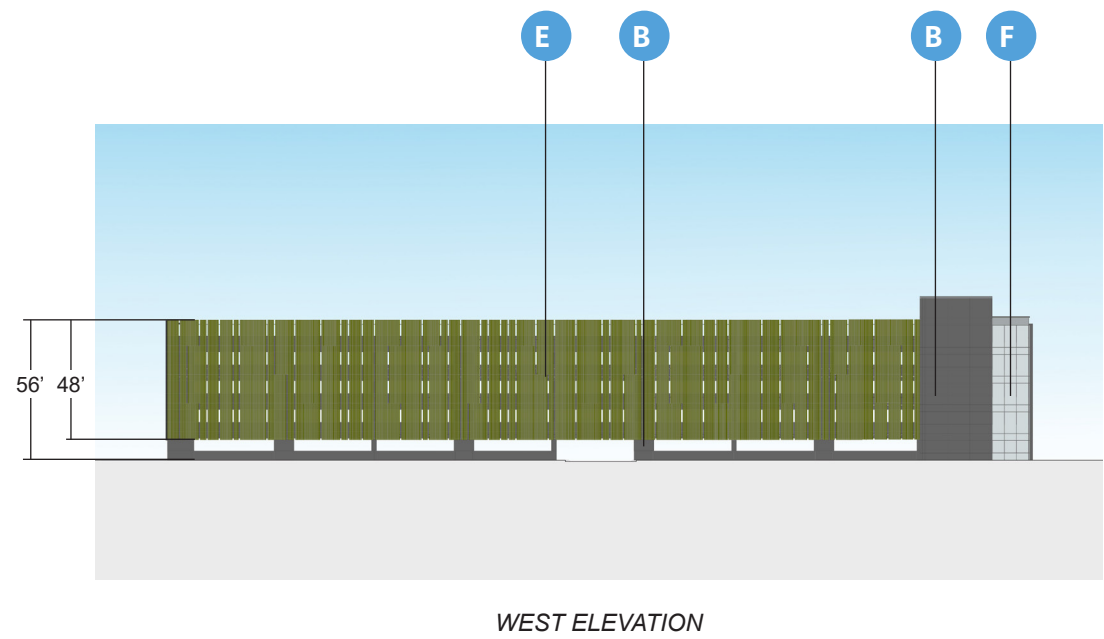
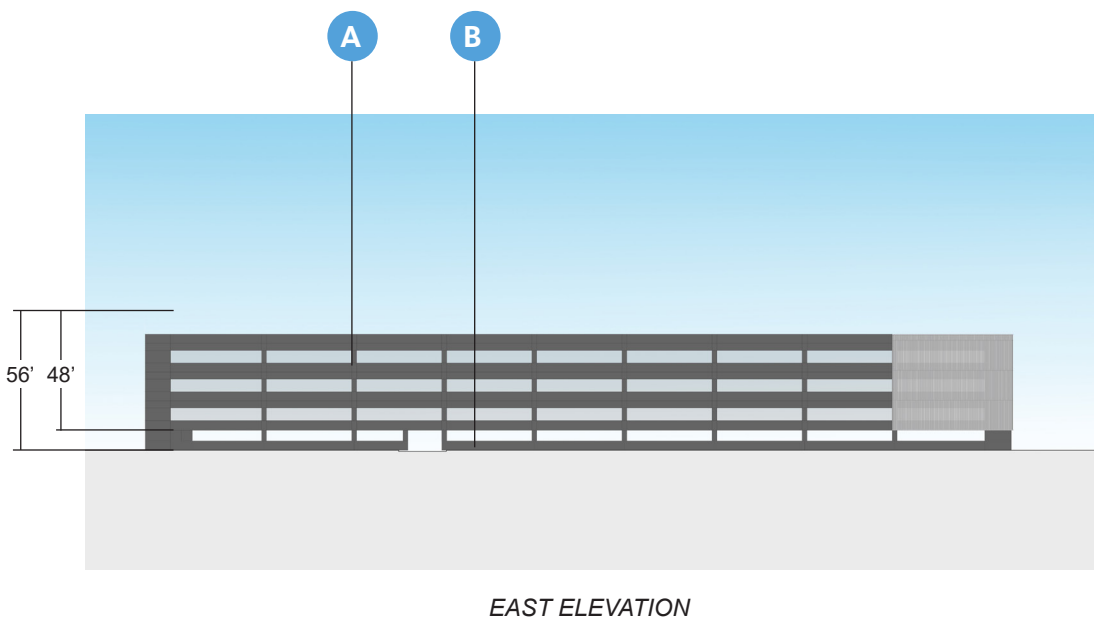
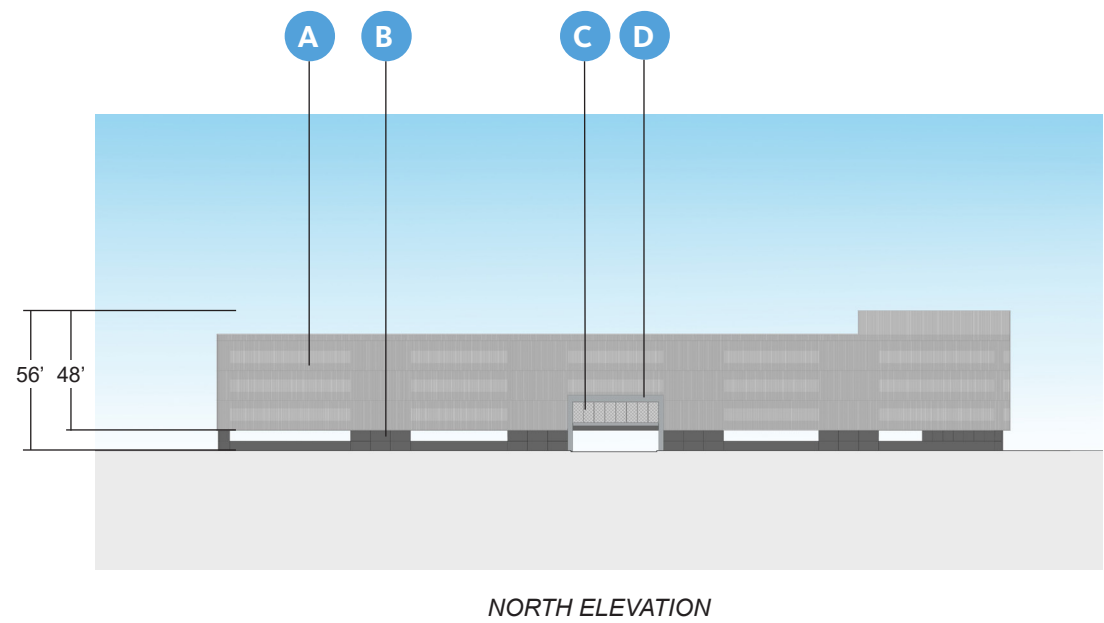
MP01- CONCEALED FASTENER
METAL PANEL
MINIMUM 24 GAUGE



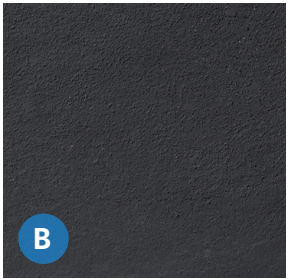
MP02- DARK METAL
MINIMUM 24 GAUGE



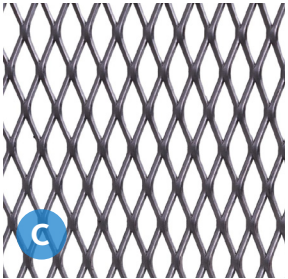
RS01- DARK BRONZE
ALUMINUM ROOF SCREENING



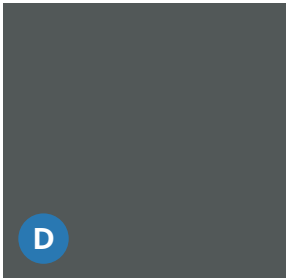
A
PERFORATED METAL
PANELS - GRAY
MINIMUM 24 GAUGE



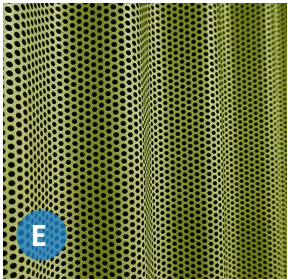
B
EXISTING PAINTED
PRECAST CONCRETE



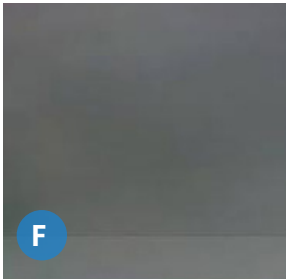
C
EXISTING EXPANDED
METAL MESH
MINIMUM 24 GAUGE



D
EXISTING MCM PANEL



E
PERFORATED
ALUMINUM PANEL -
GREEN
MINIMUM 24 GAUGE

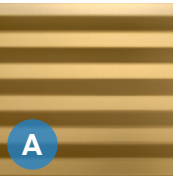
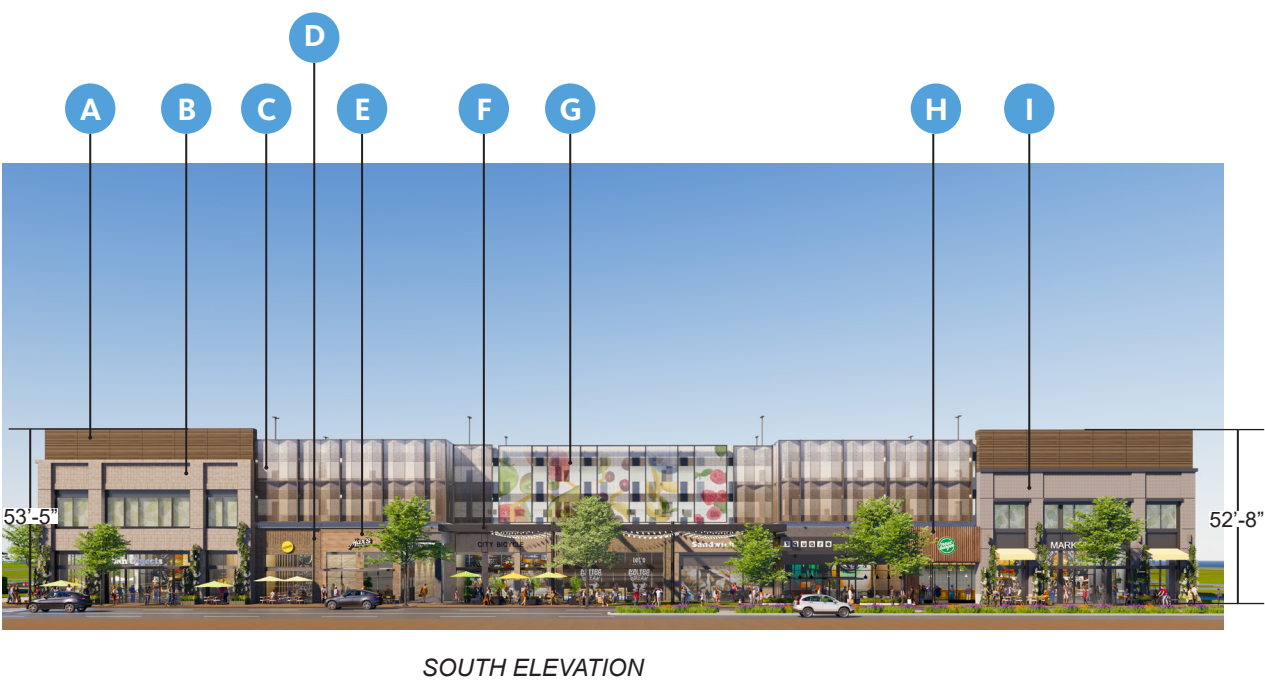
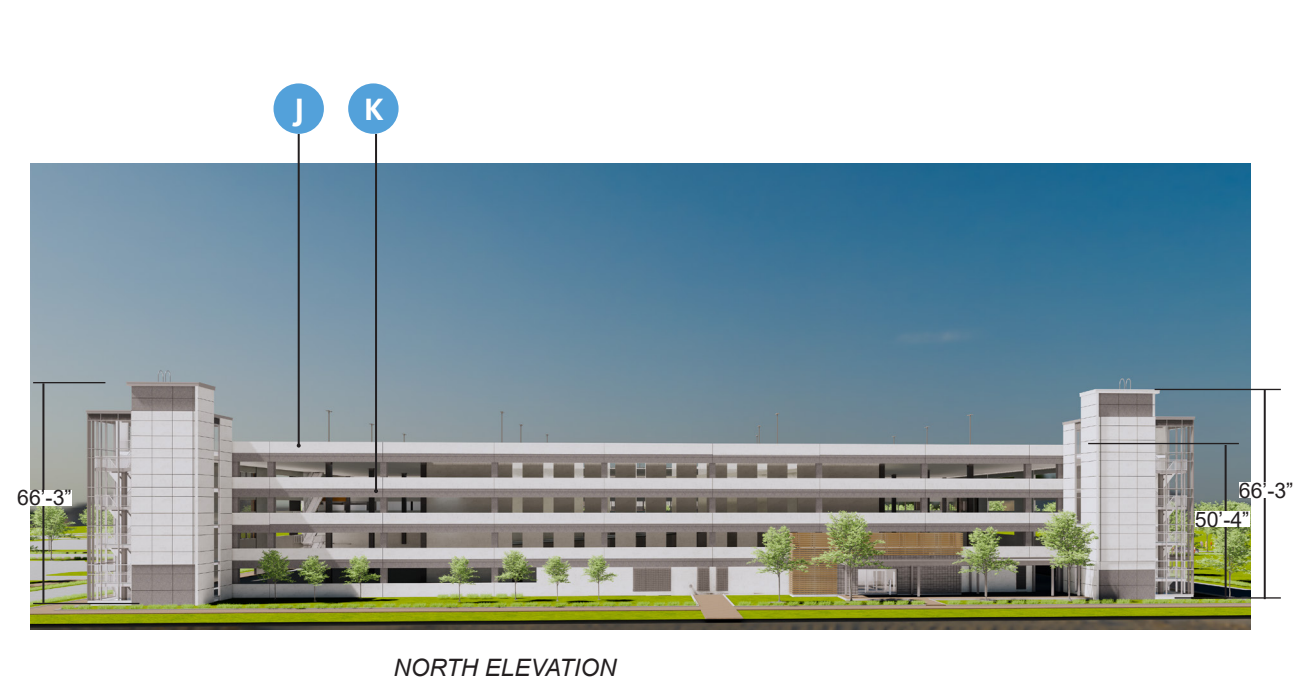


F
EXISTING GLASS

PARKING GARAGE | PD02

*NOTE: Canopies encroach up to 16' into ROW

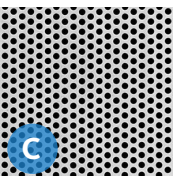
P37



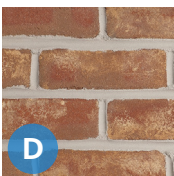
MP01 - METAL PANEL TAMBOURINE HORIZONTAL MINIMUM 24 GAUGE



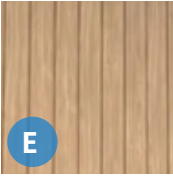
BR01 - CHARTER WHITE



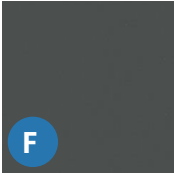
MP02 - PERFORATED METAL MINIMUM 24 GAUGE



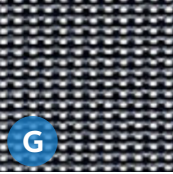
BR02 - BARLOW HANDMADE



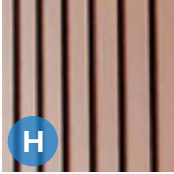
MP04 - WOOD GRAIN METAL SIDING 24 GAUGE COLOR: LIGHT PINE



MP03 - CHARCOAL METAL PANEL MINIMUM 24 GAUGE



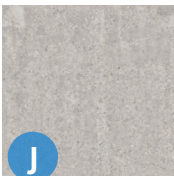
MF01 - MESH FABRIC - SERGE FERRARI



MP05 - WOOD GRAIN METAL SIDING 24 GAUGE COLOR: SADDLE



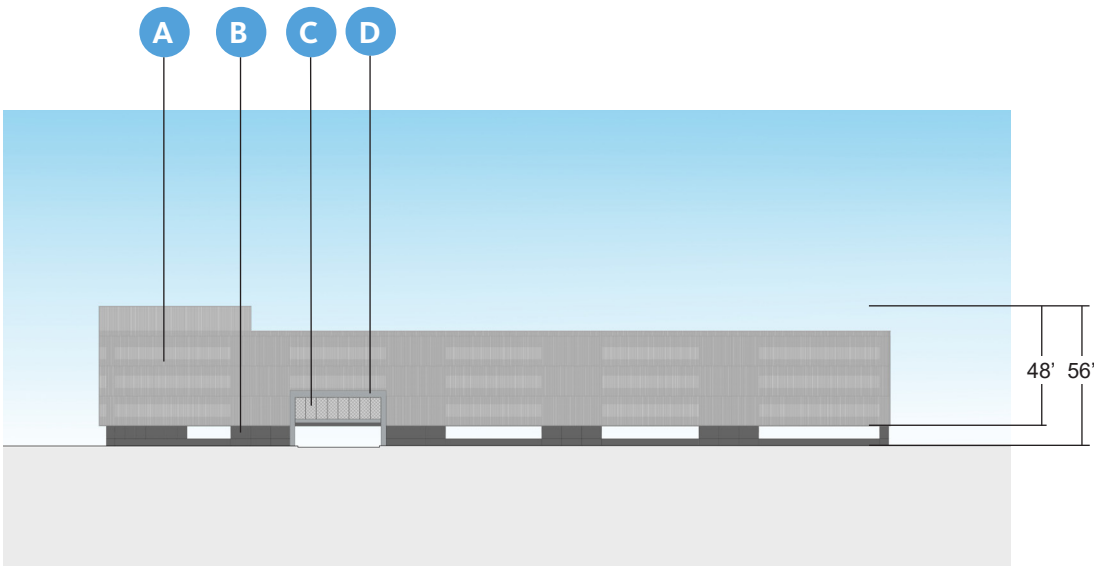
BR03 - CHARLESTON



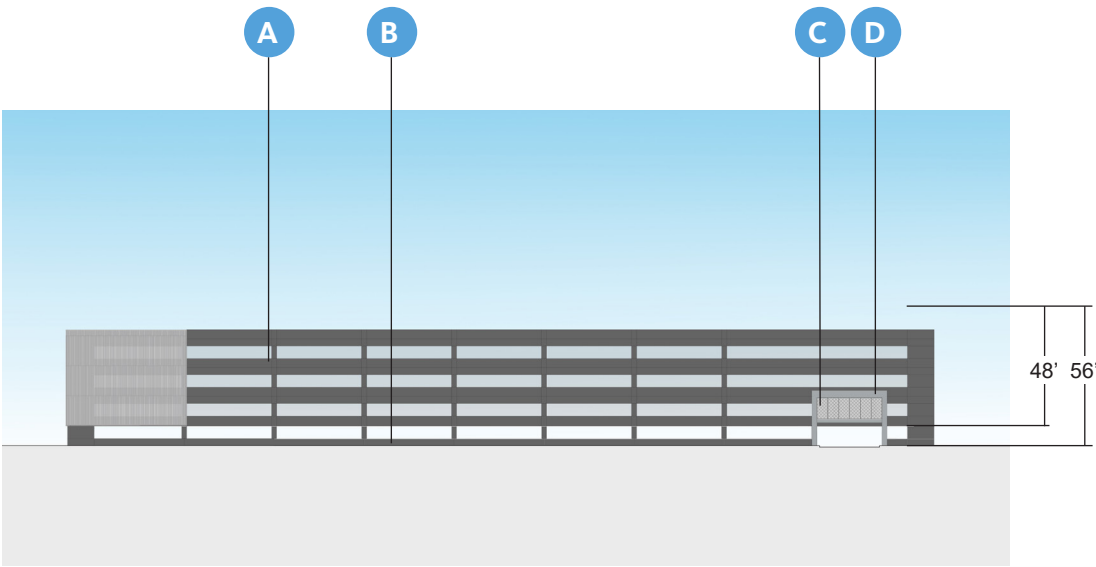
PC01 - PRECAST LIGHT



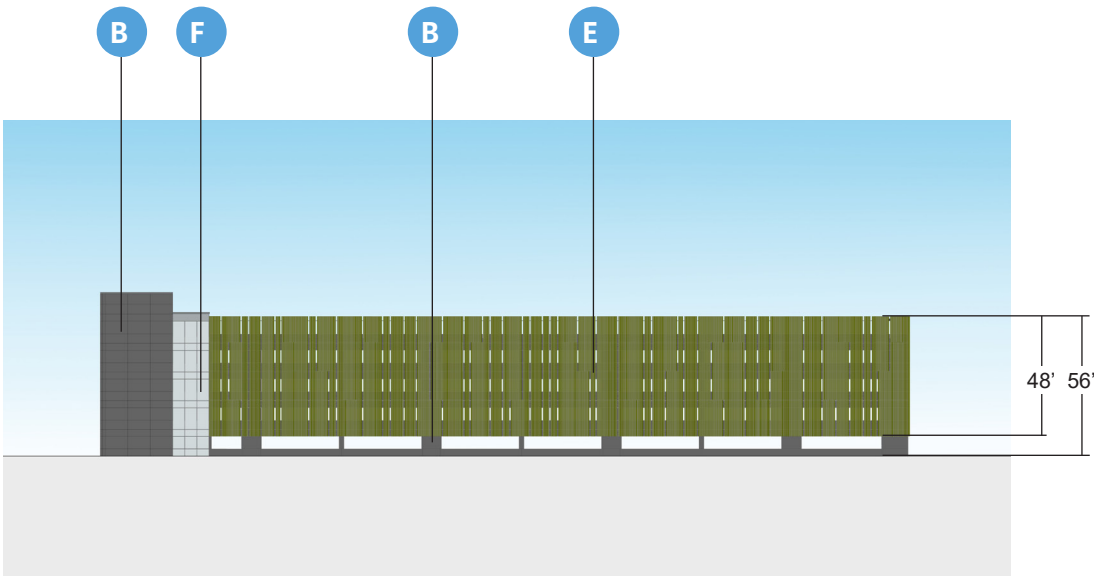
PC02 - PRECAST DARK



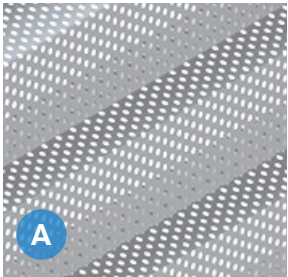
NORTH ELEVATION



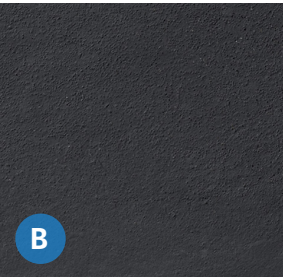
WEST ELEVATION



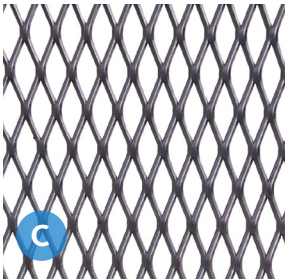
EAST ELEVATION



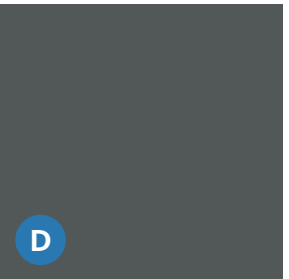
A
PERFORATED METAL
PANELS - GRAY
MINIMUM 24 GAUGE



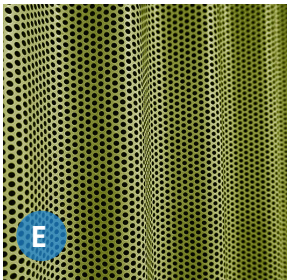
B
EXISTING PAINTED
PRECAST CONCRETE



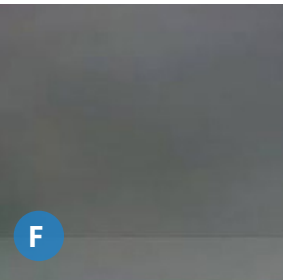
C
EXISTING EXPANDED
METAL MESH
MINIMUM 24 GAUGE



D
EXISTING MCM PANEL



E
PERFORATED
ALUMINUM PANEL -
GREEN
MINIMUM 24 GAUGE



F
EXISTING GLASS

PARKING GARAGE | PD04

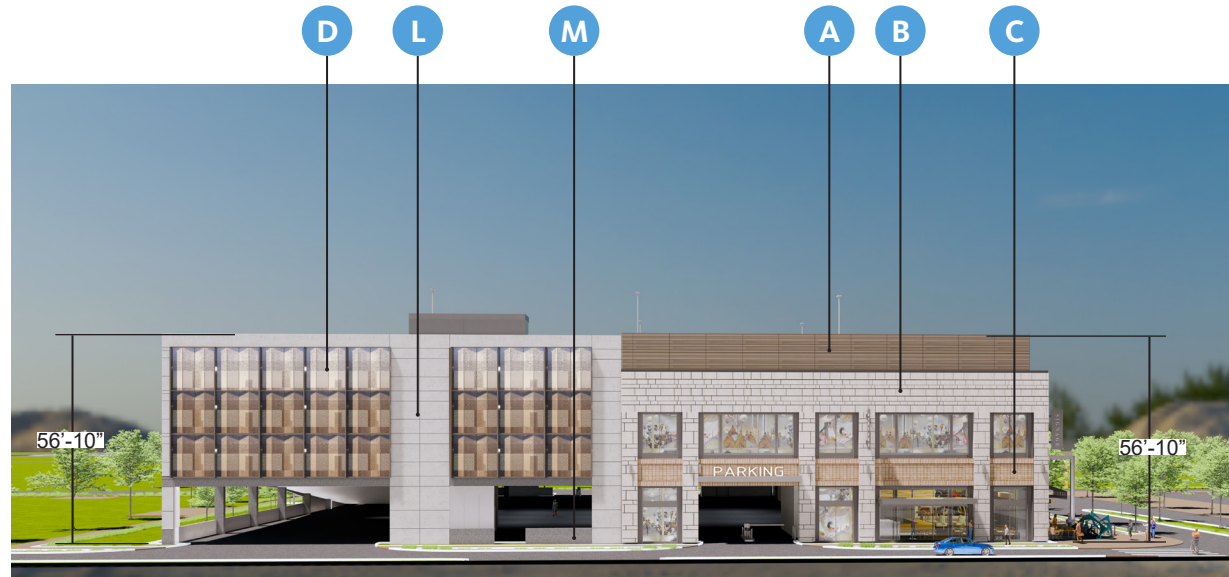
*NOTE: Canopies encroach up to 11' into ROW



NORTH ELEVATION



SOUTH ELEVATION



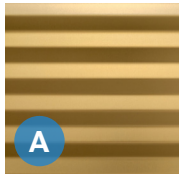
EAST ELEVATION



WEST ELEVATION

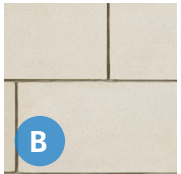
*ALL METAL PANEL
MINIMUM 24 GAUGE

P39



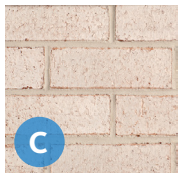
A

MP01 - METAL
PANEL
TAMBOURINE
HORIZONTAL*



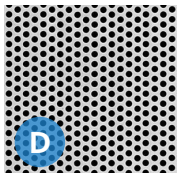
B

ST01 -
LIMESTONE
CALCIUM
SILICATE



C

BR01 - BRICK
CHARTER
WHITE



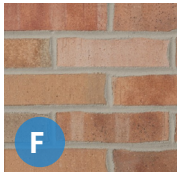
D

MP02 -
PERFORATED
METAL*



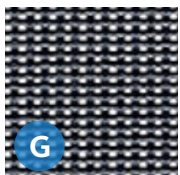
E

BR02 - BRICK
BURNT ALMOND
WIRECUT



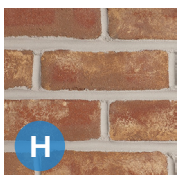
F

BR03 - BRICK
LLLINI
COMMONS



G

MF01 - MESH
FABRIC - SERGE
FERRARI



H

BR04 - BRICK
BARLOW
HANDMADE



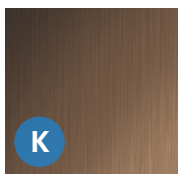
I

BR05 -
CHARLESTON



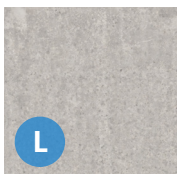
J

BR06 - BRICK
MIDLOTHIAN



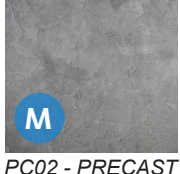
K

MP03 - DARK
BRONZE ALUM*



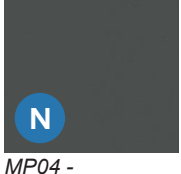
L

PC01 - PRECAST
LIGHT



M

PC02 - PRECAST
DARK

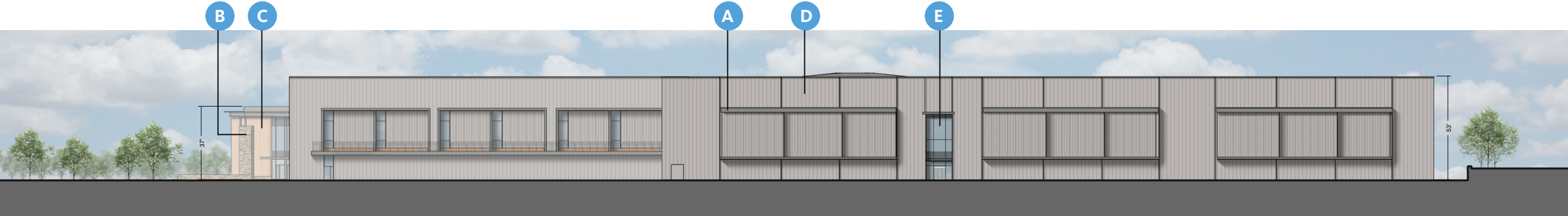


N

MP04 -
CHARCOAL
METAL PANEL*



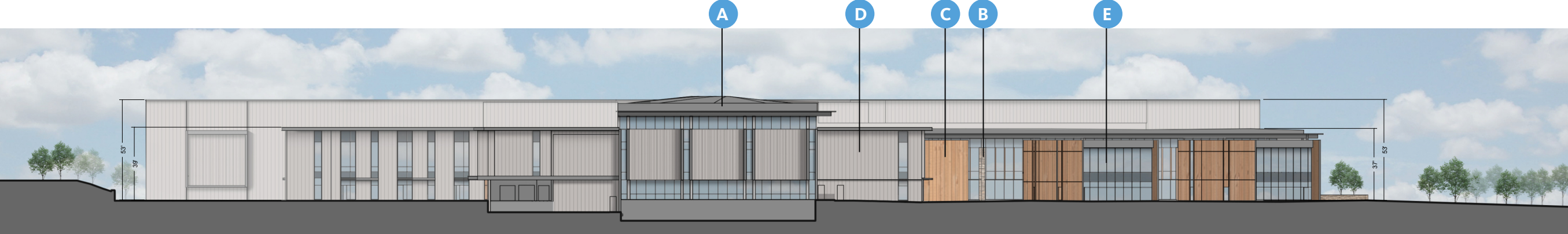
NORTH ELEVATION



EAST ELEVATION



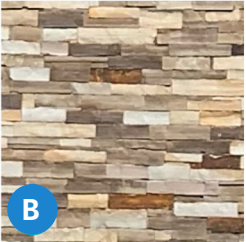
SOUTH ELEVATION



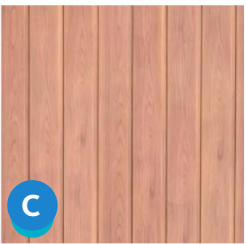
WEST ELEVATION



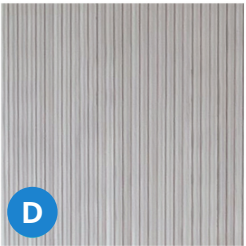
MCM1 - Florupon Classic II



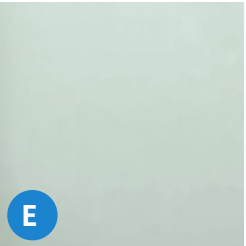
ST1 - Hackett Blue-Brown Multi-Strip



CL7 - Concrete Panel



MWP (1,2,3) - Metal Wall Panel, min. 24 ga



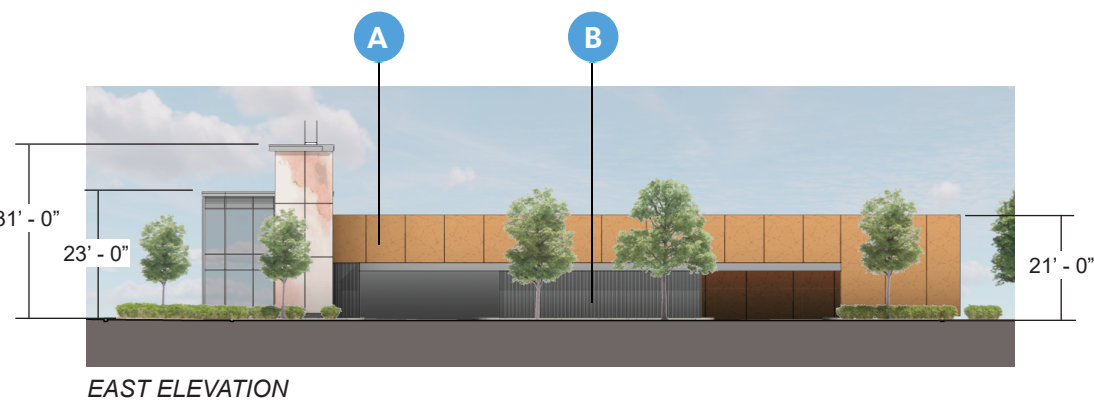
GL1 - Vision Glass



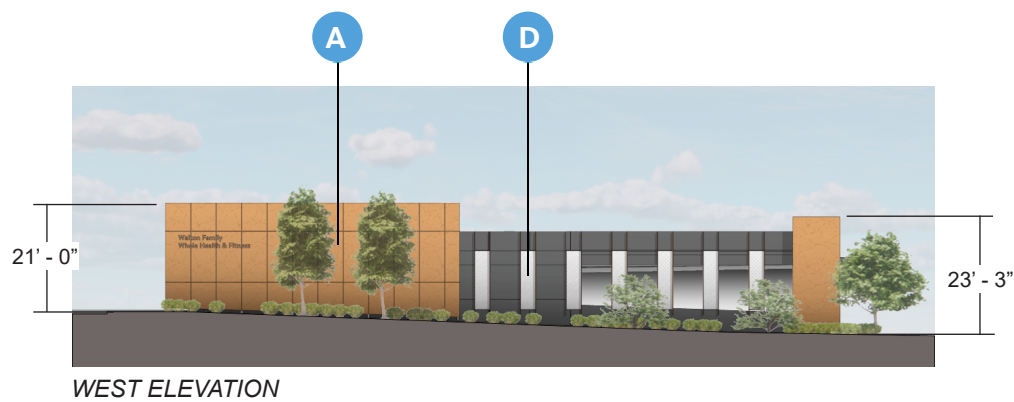
NORTH ELEVATION



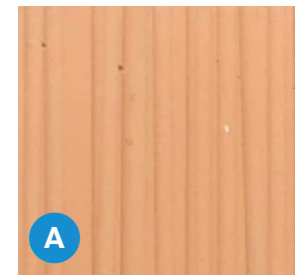
SOUTH ELEVATION



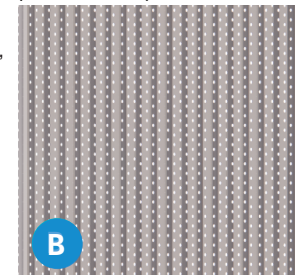
EAST ELEVATION



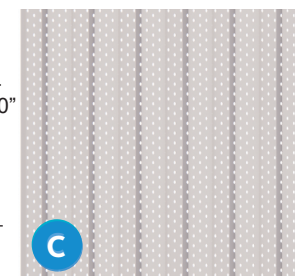
WEST ELEVATION



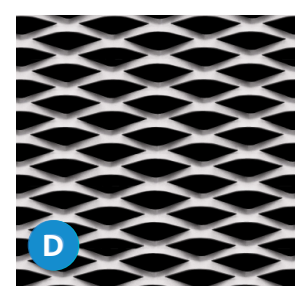
CFP- Concrete Facade Panel (Taktl' Arbos)



MWP1- Corrugated Metal Panel, min. 24 ga.

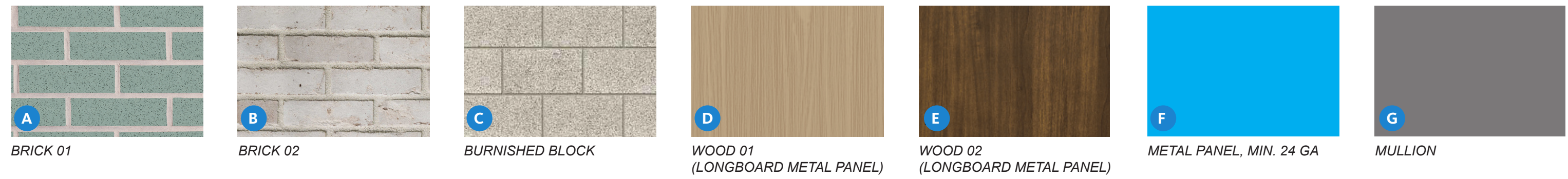
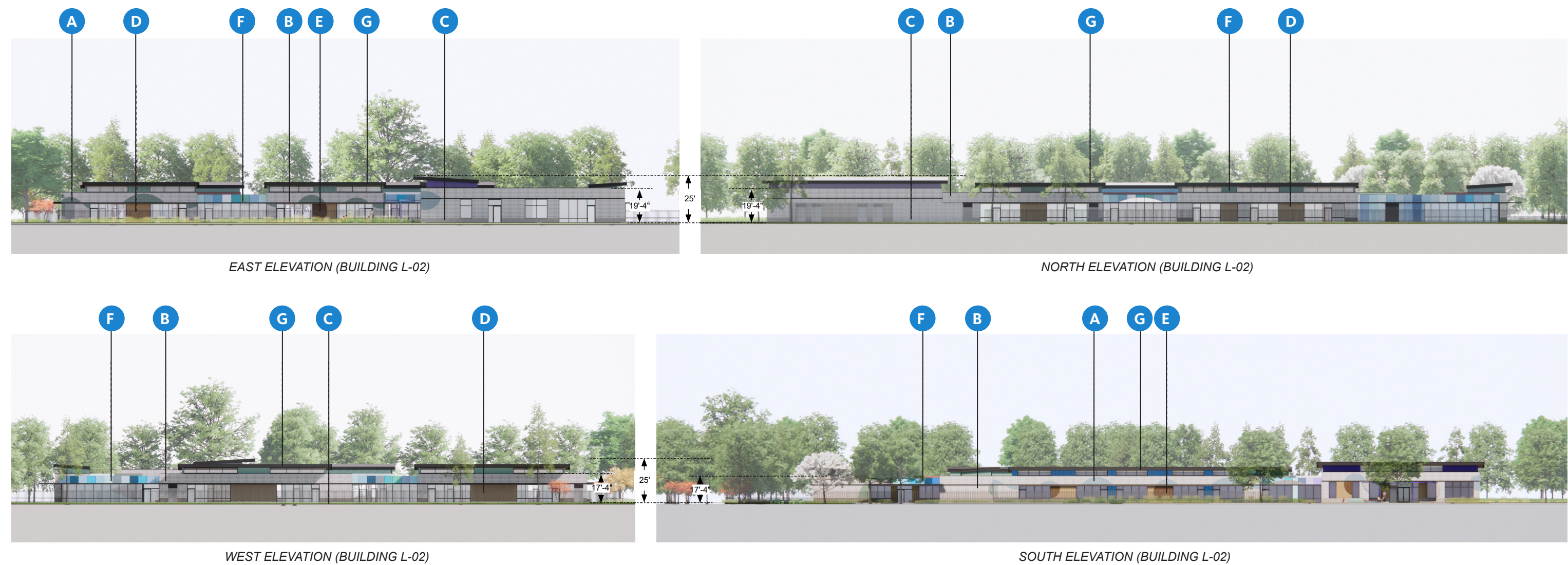


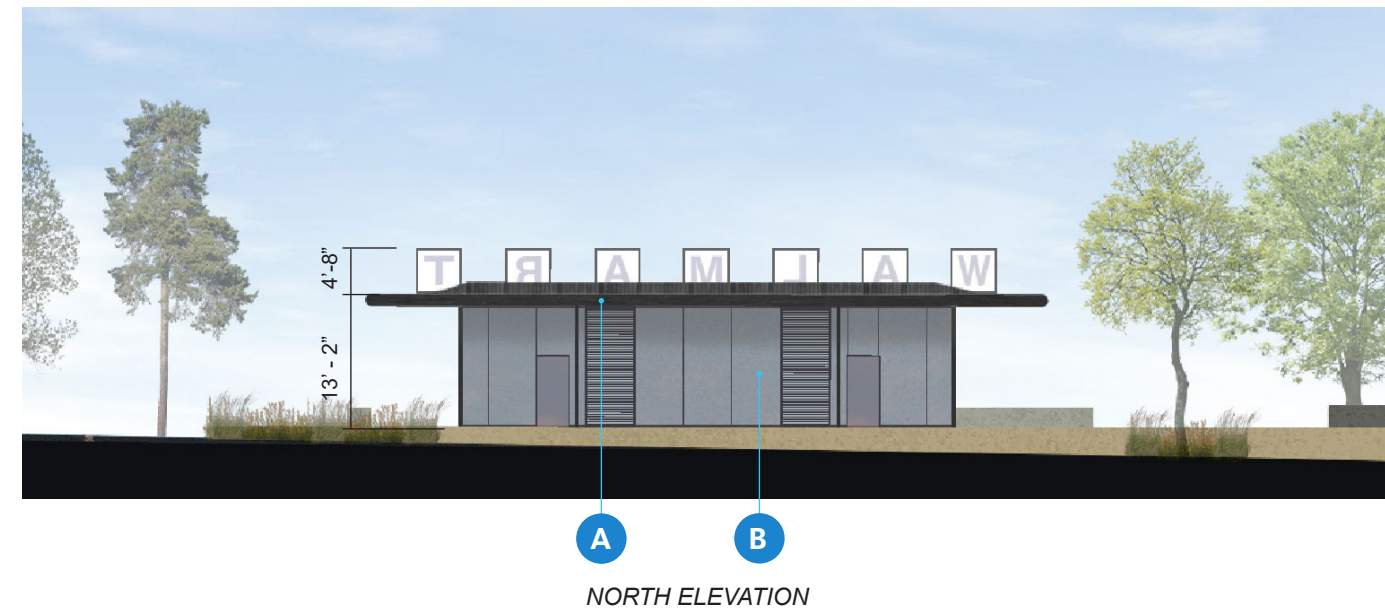
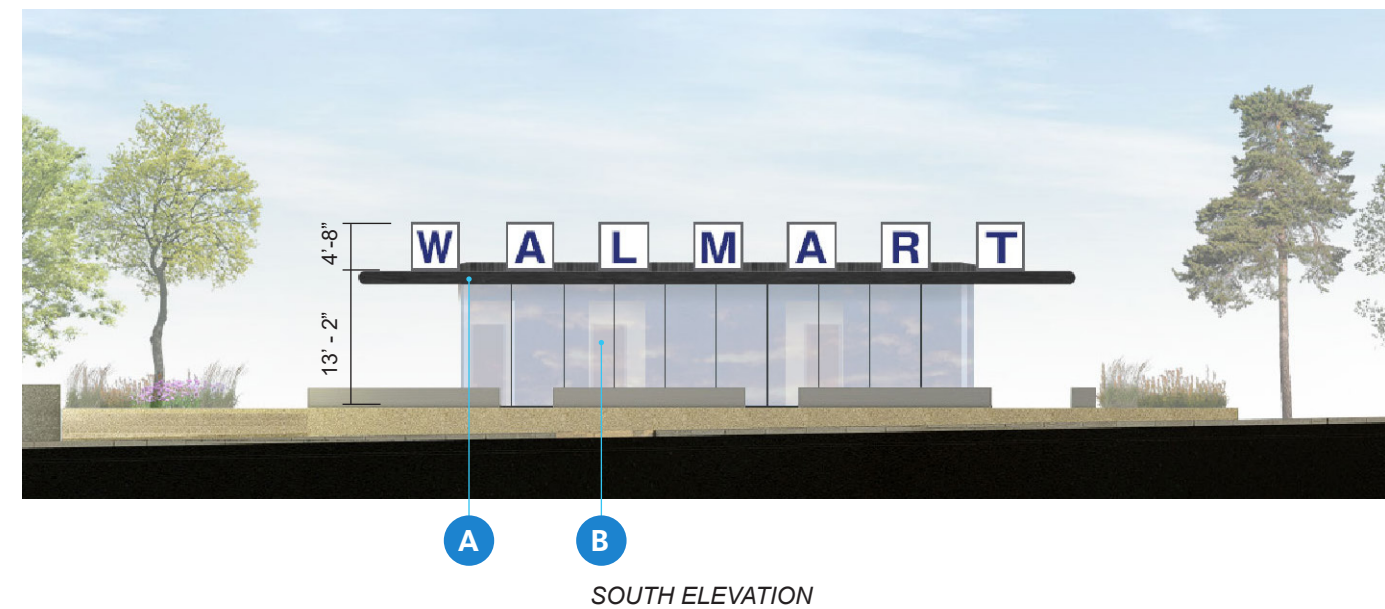
MWP2- Corrugated Metal Panel, min. 24 ga.



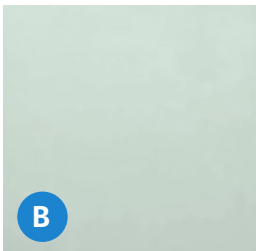
EMP- Expanded Metal Panel, min 1/8 in.

NOTE: Childcare Building I-02 is a mirror image of Childcare Building L-02 (shown below)



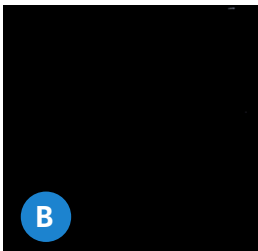
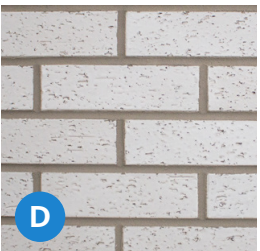
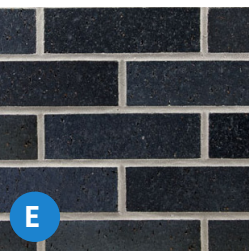
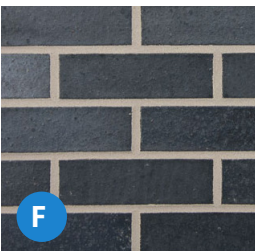
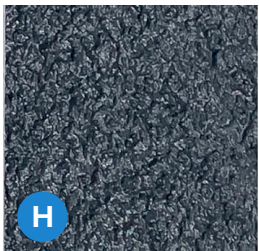
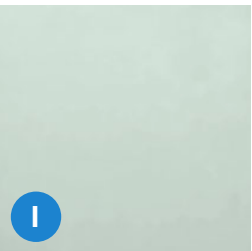


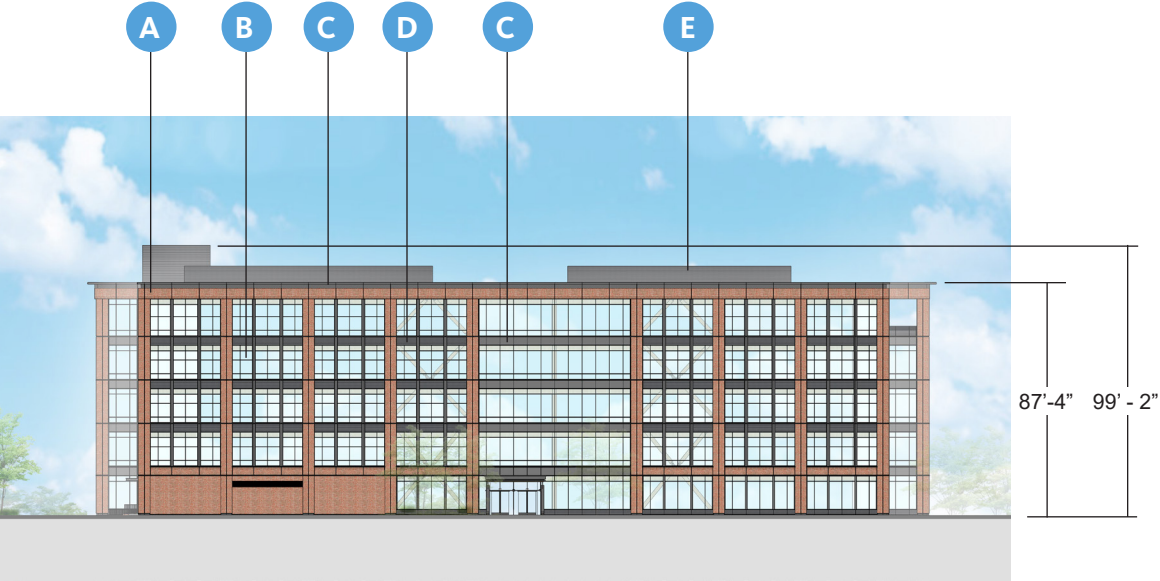
ACM PANEL 01
TRICORN BLACK
MINIMUM 24 GAUGE



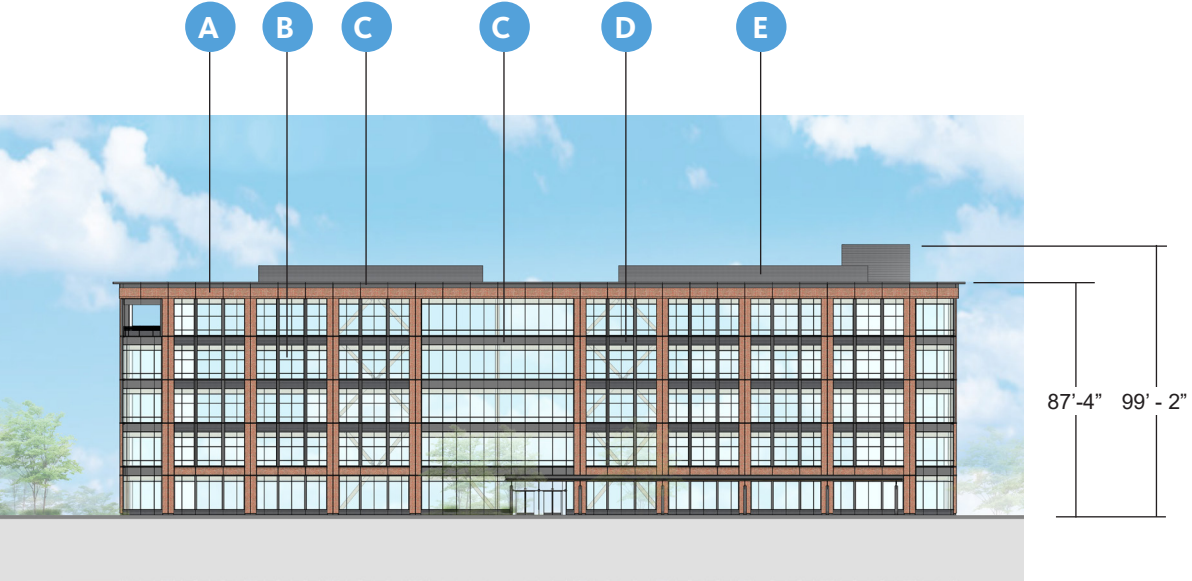
VISION GLASS



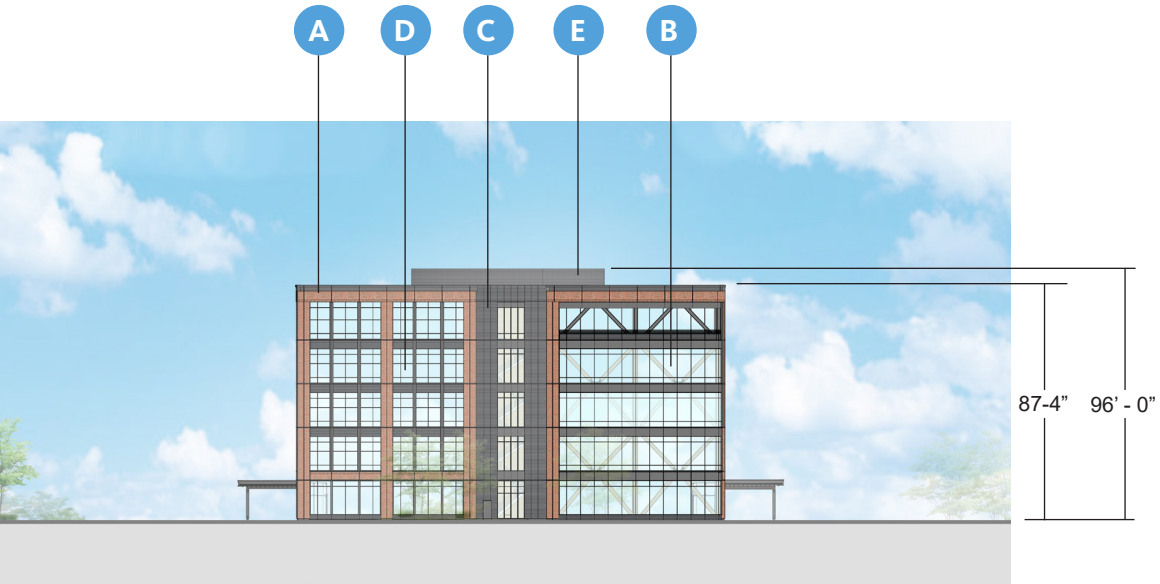
								
A	B	C	D	E	F	G	H	I
ACM PANEL 01 TRICORN BLACK MINIMUM 24 GAUGE	METAL, PAINTED TO MATCH TRICORN BLACK MINIMUM 24 GAUGE (PERFORATED AT SELECT LOCATIONS)	ACM PANEL 02 DUSTY CHARCOAL II MINIMUM 24 GAUGE (PERFORATED AT SELECT LOCATIONS)	BRICK 01 GLAZED WHITE VC1 VELOUR TEXTURE	BRICK 02 MANGANESE IRONSPOT, VELOUR TEXTURE	BRICK 03 MANGANESE IRONSPOT, SMOOTH TEXTURE	STO EIFS RAL 7038 WIPE, UNBLOTTED	STO EIFS RAL 7011 CLEAR SEALER MATTE	VISION GLASS



NORTH ELEVATION



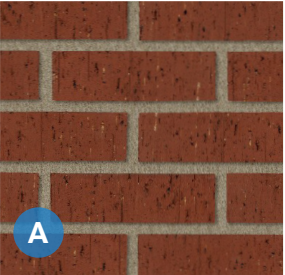
SOUTH ELEVATION



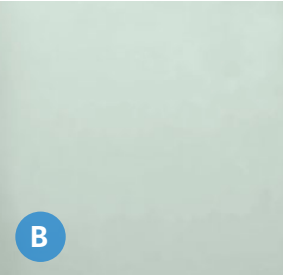
EAST ELEVATION



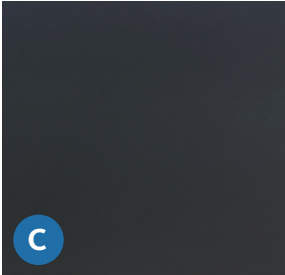
WEST ELEVATION



BR01- RED THIN BRICK



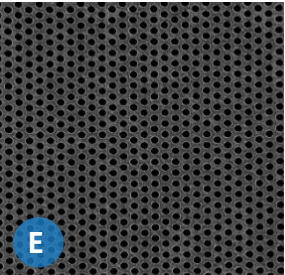
GL01- VISION GLASS



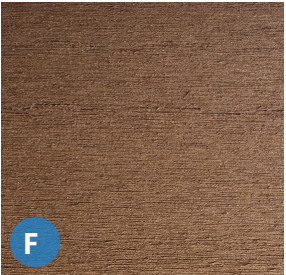
MP03- BLACK METAL
MINIMUM 24 GAUGE



MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



MP05- PERFORATED METAL
MINIMUM 24 GAUGE



WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



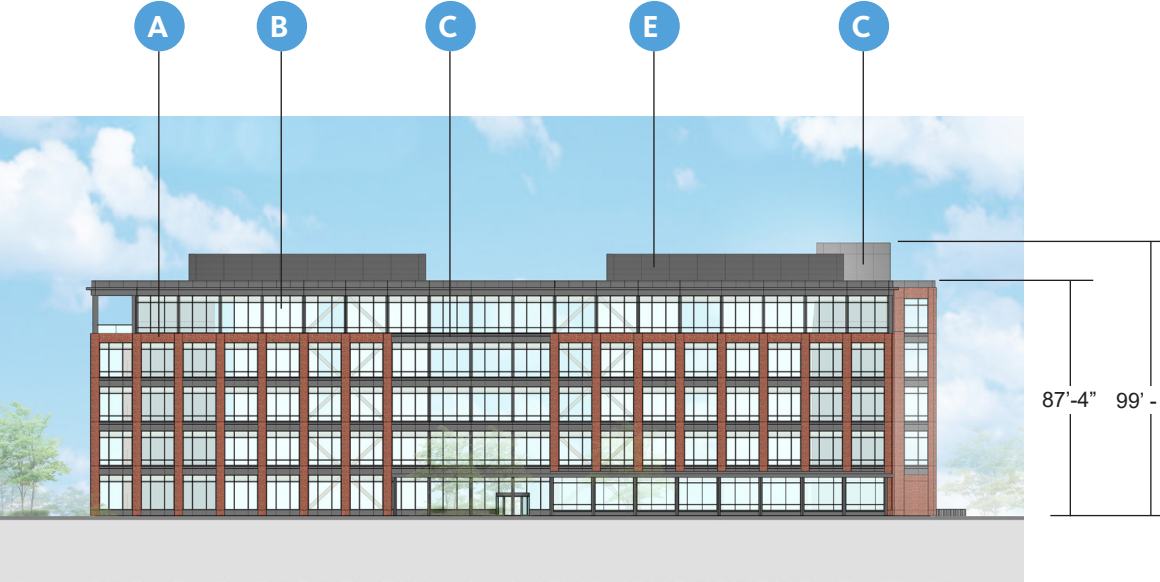
NORTH ELEVATION



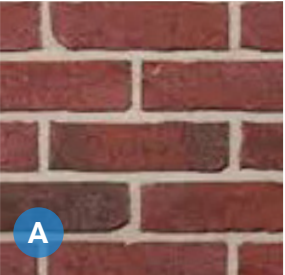
SOUTH ELEVATION



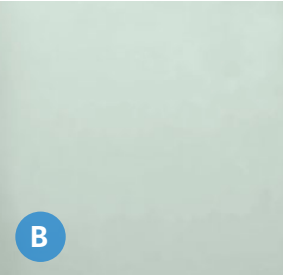
EAST ELEVATION



WEST ELEVATION



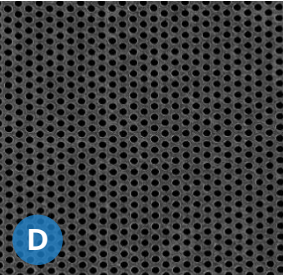
BR01- RED THIN BRICK



GL01- VISION GLASS



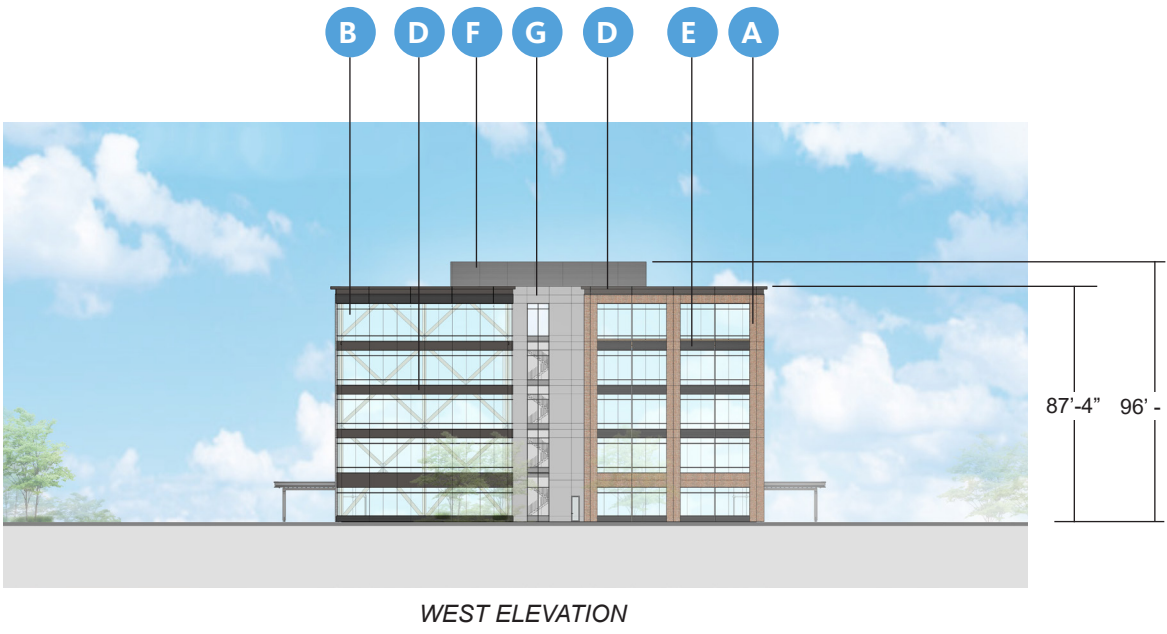
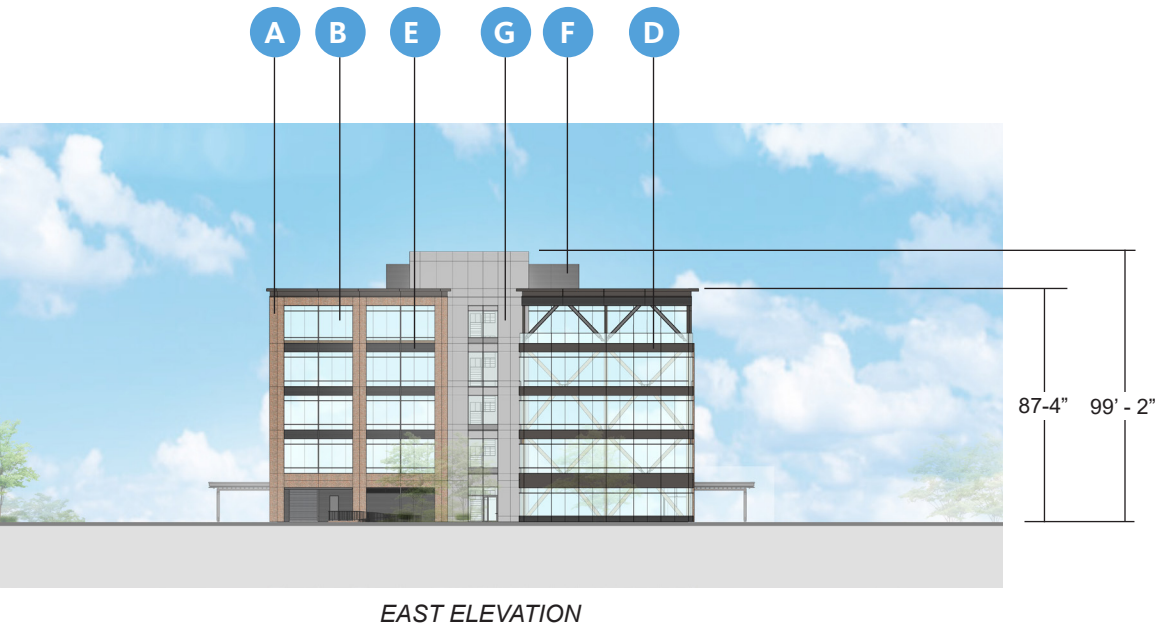
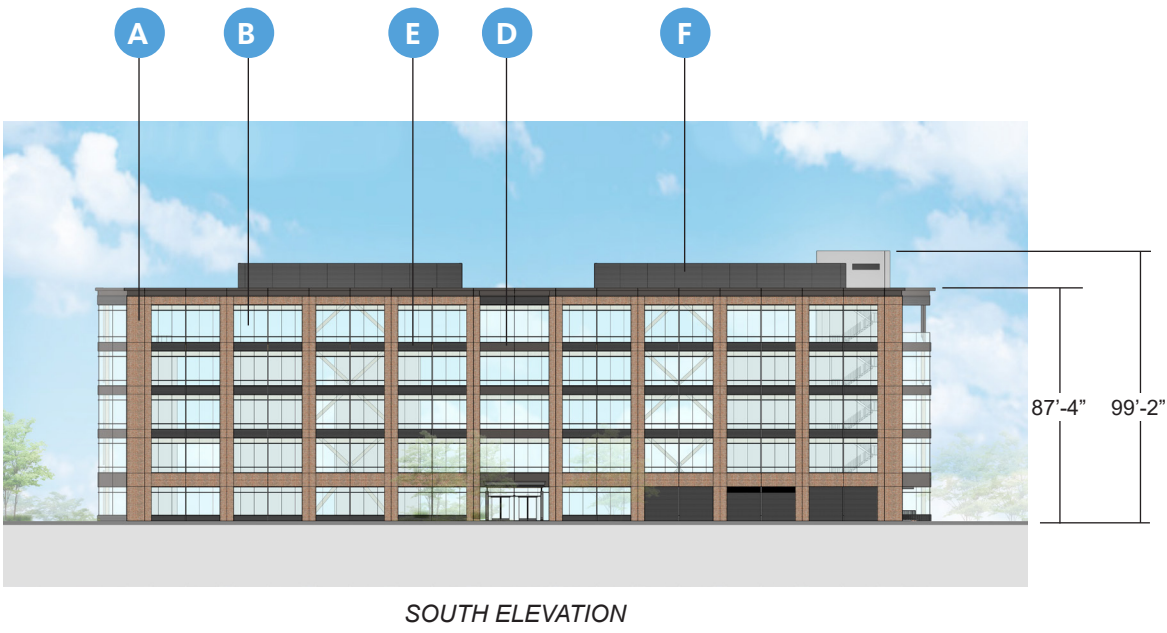
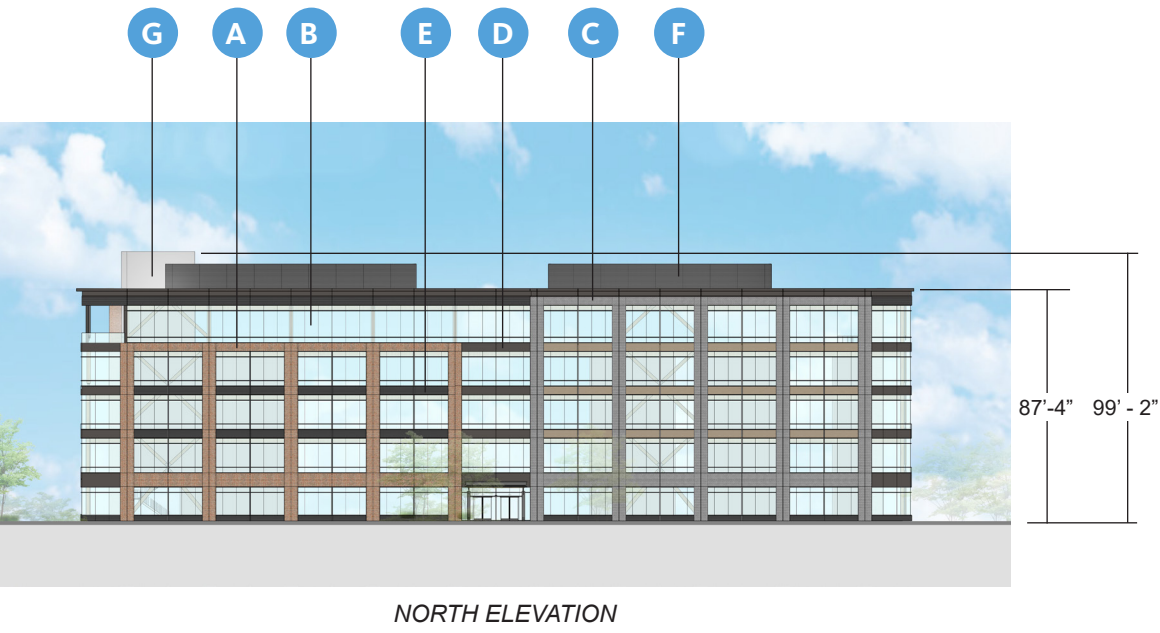
MP01- GRAY METAL
MINIMUM 24 GAUGE



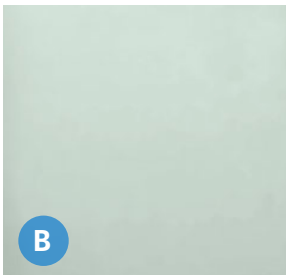
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



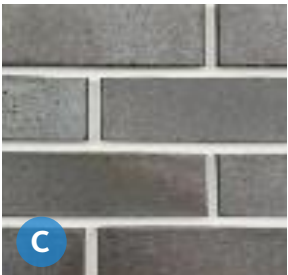
WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



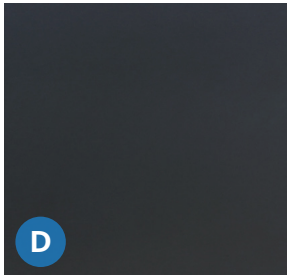
BR02- RED THIN BRICK



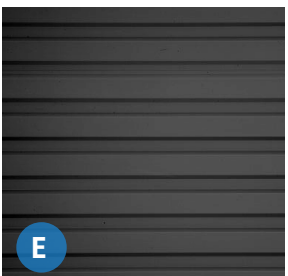
GL01- VISION GLASS



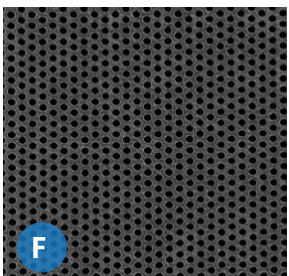
BR04- GRAY THIN BRICK



MP03- BLACK METAL
MINIMUM 24 GAUGE



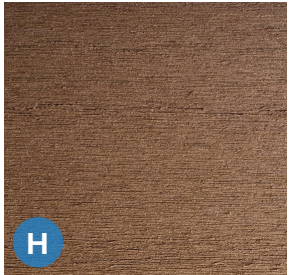
MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



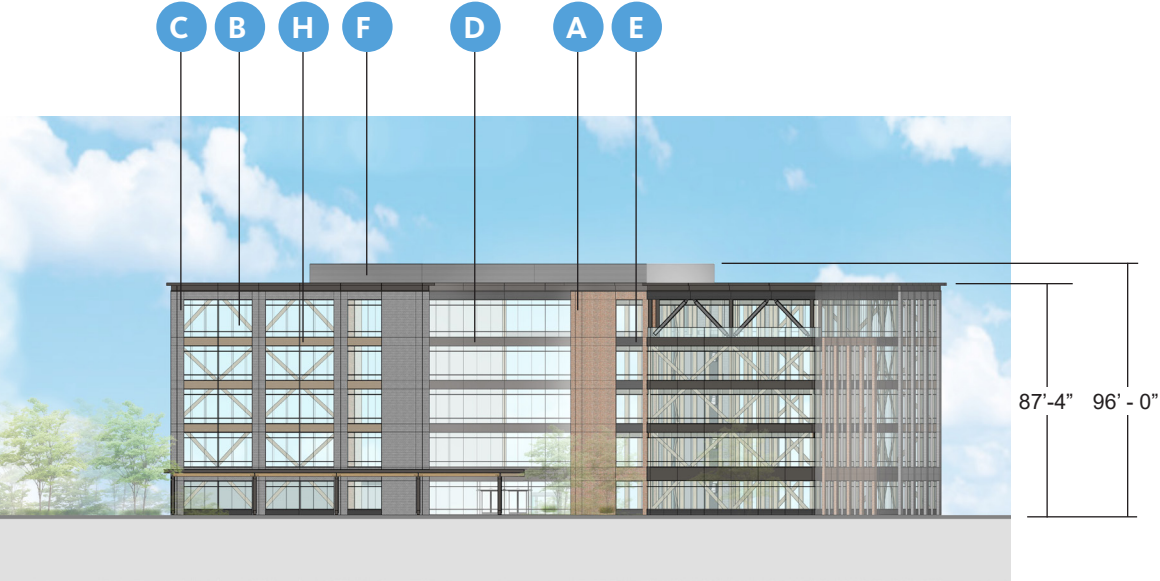
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



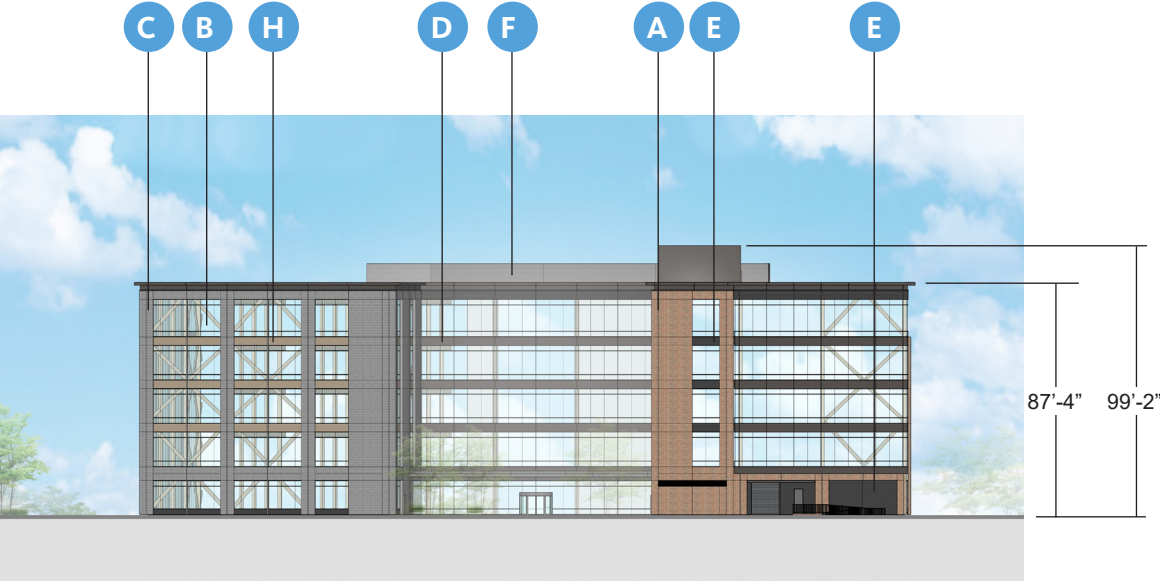
MP01- GRAY METAL
MINIMUM 24 GAUGE



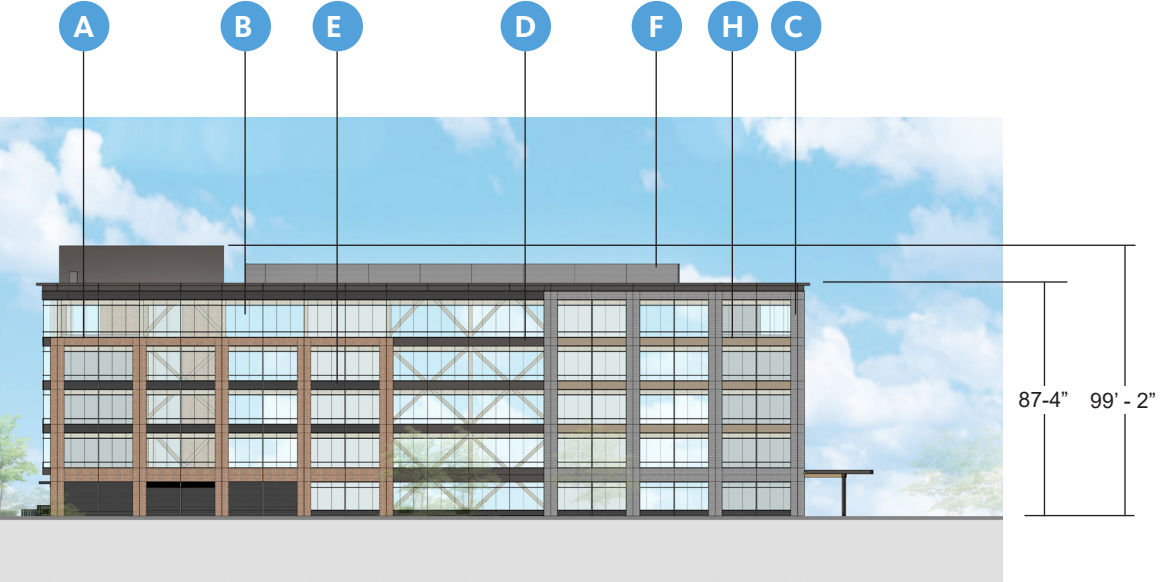
WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



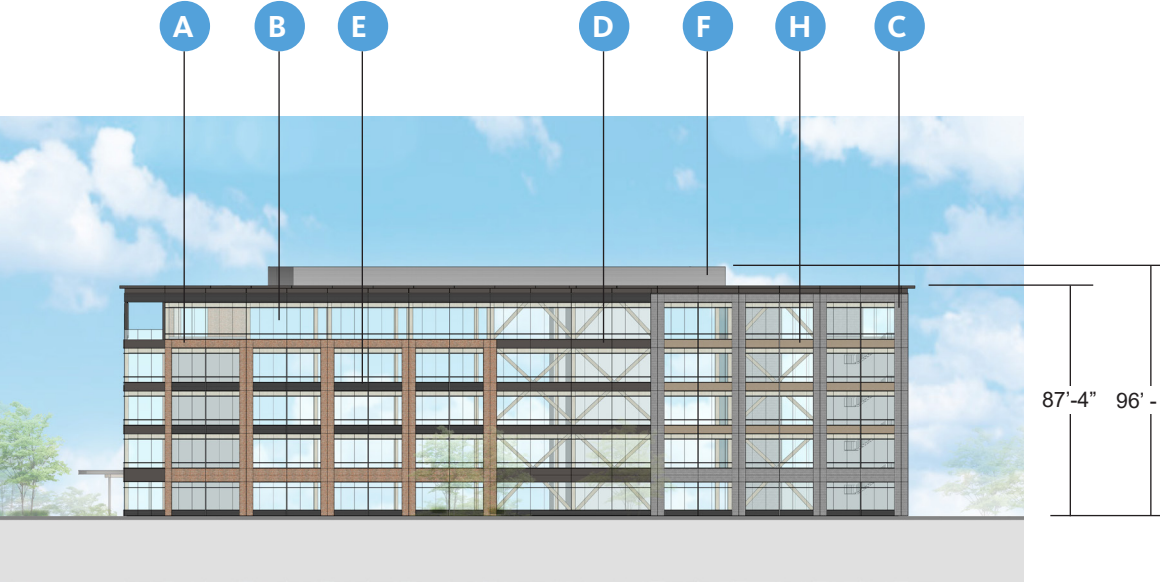
NORTH ELEVATION



SOUTH ELEVATION



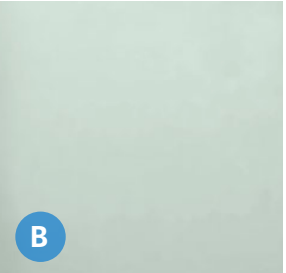
EAST ELEVATION



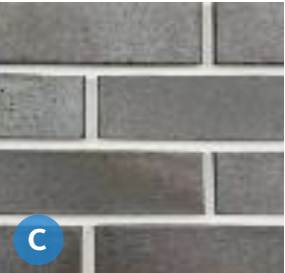
WEST ELEVATION



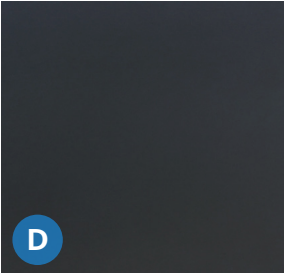
BR02- RED THIN BRICK



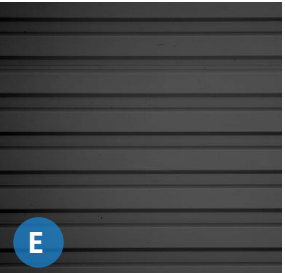
GL01- VISION GLASS



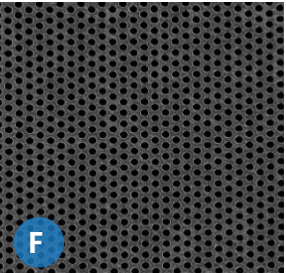
BR04- GRAY THIN BRICK



MP03- BLACK METAL
MINIMUM 24 GAUGE



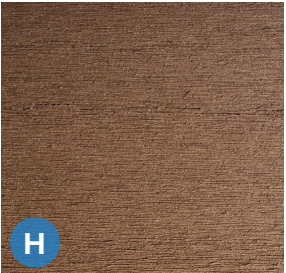
MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



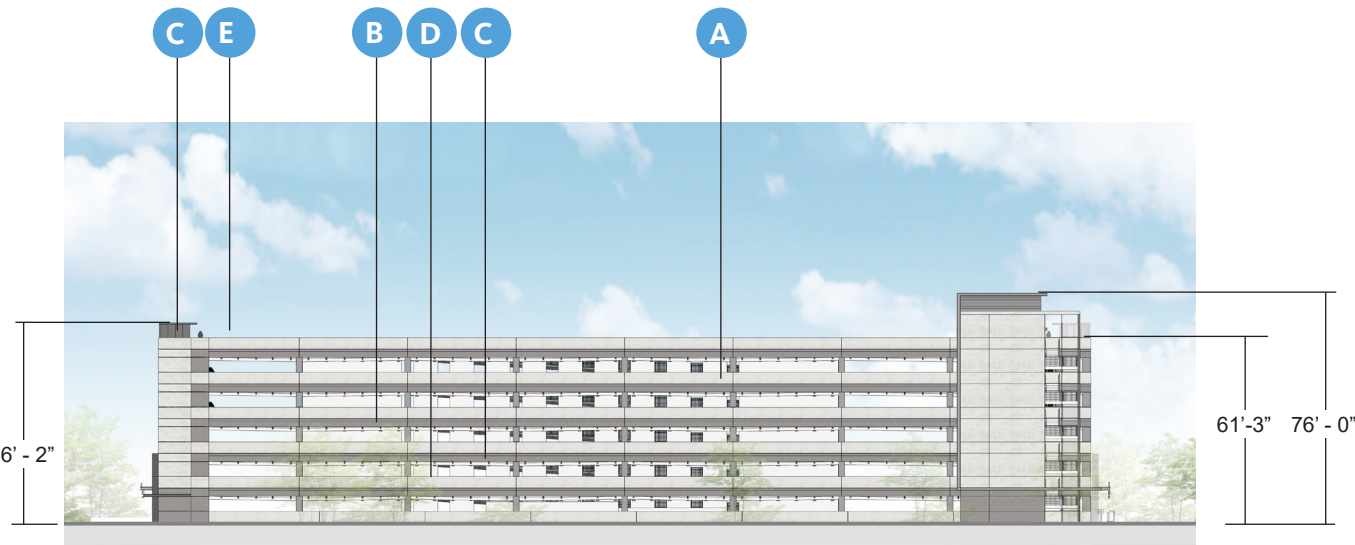
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



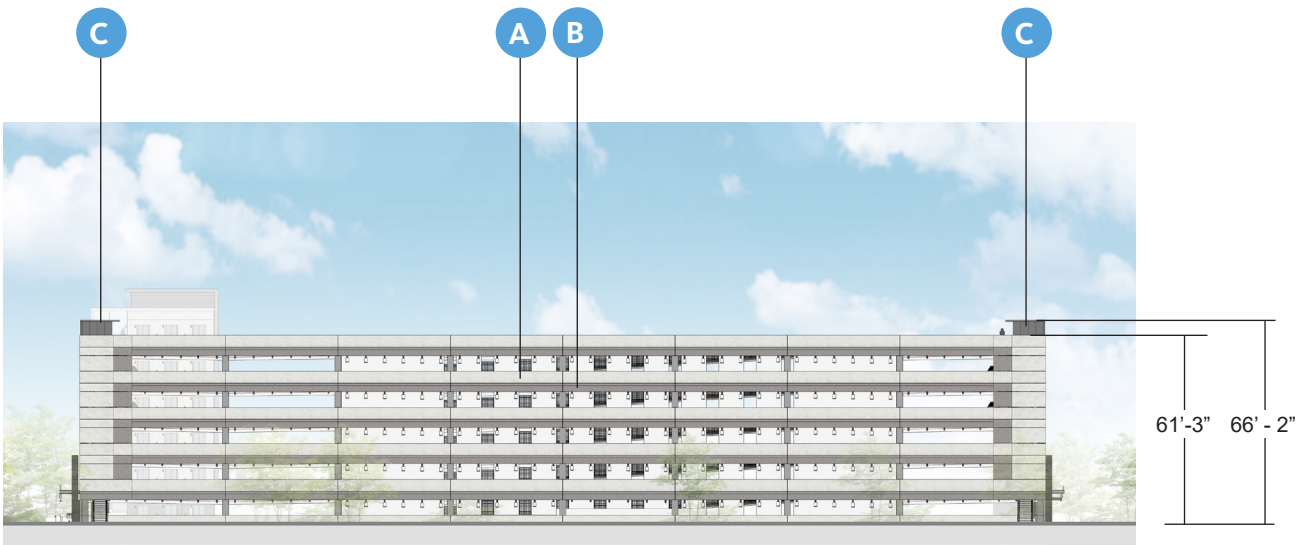
MP01- GRAY METAL
MINIMUM 24 GAUGE



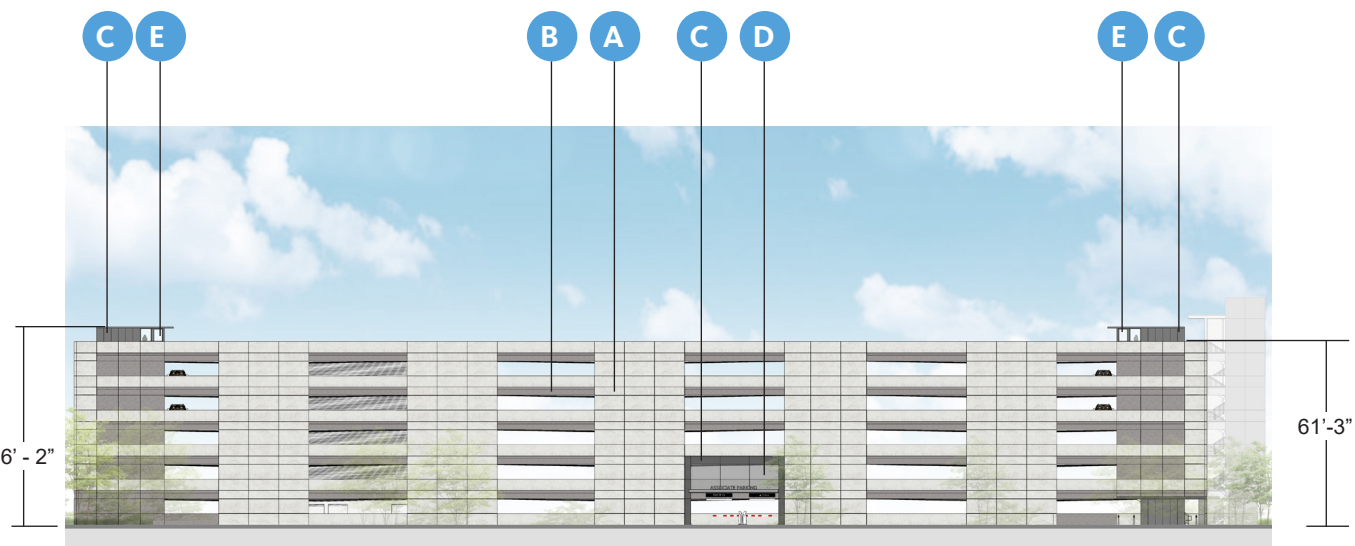
WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



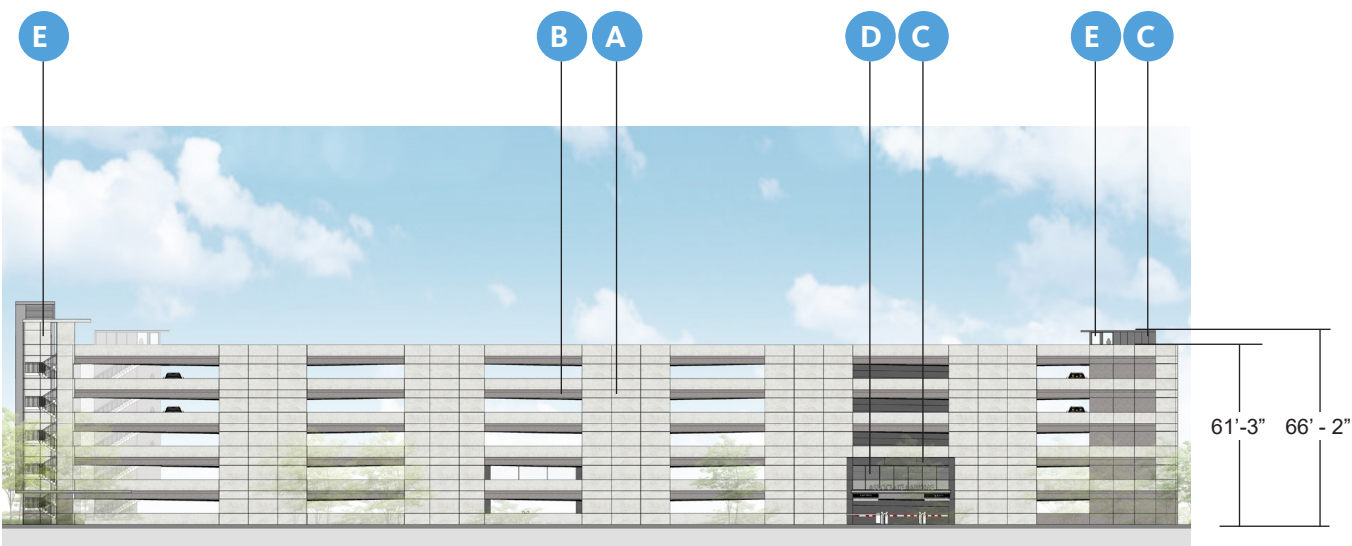
NORTH ELEVATION



SOUTH ELEVATION



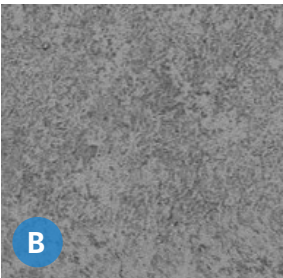
EAST ELEVATION



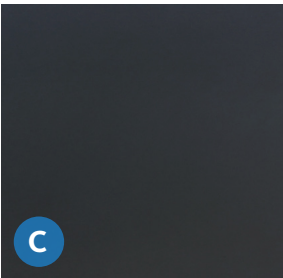
WEST ELEVATION



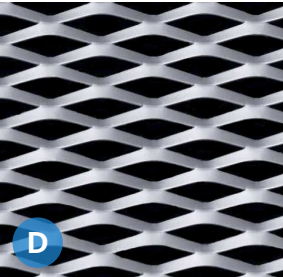
PC01- PRECAST LIGHT



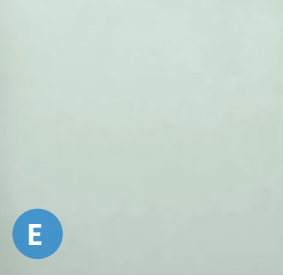
PC02- PRECAST DARK



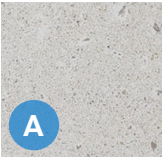
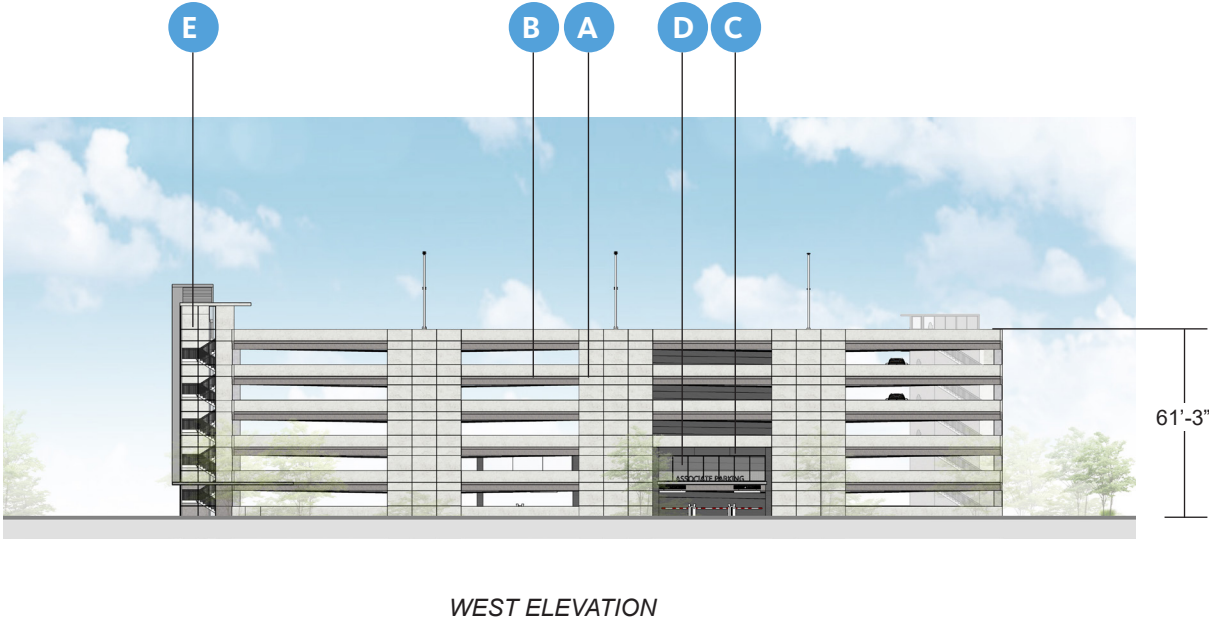
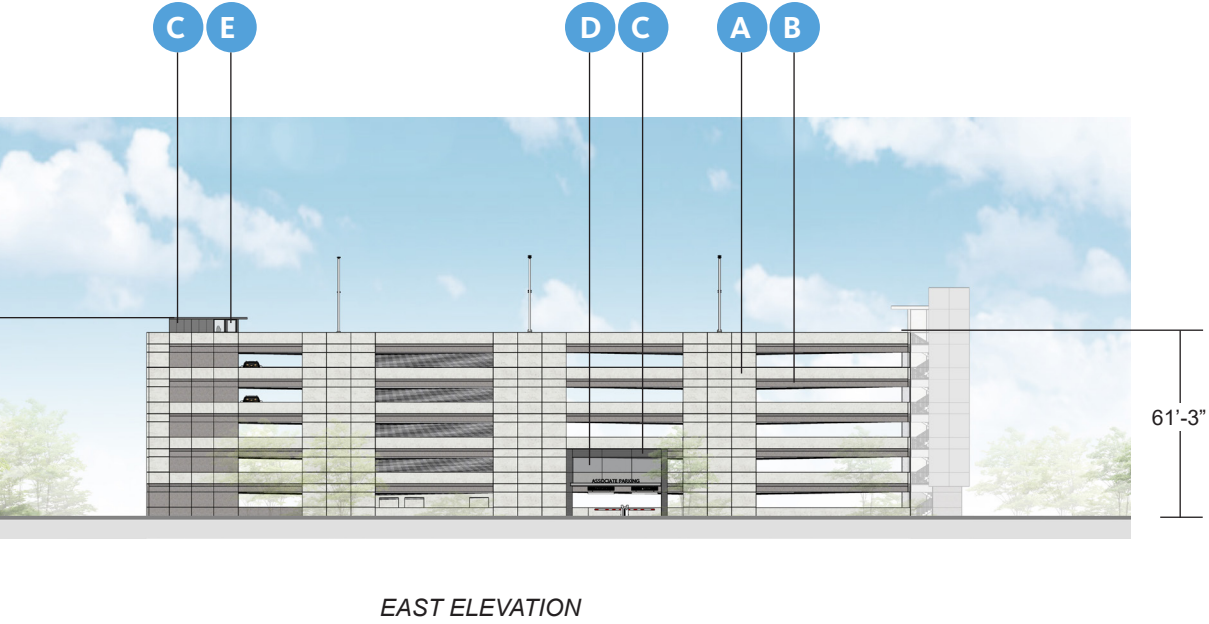
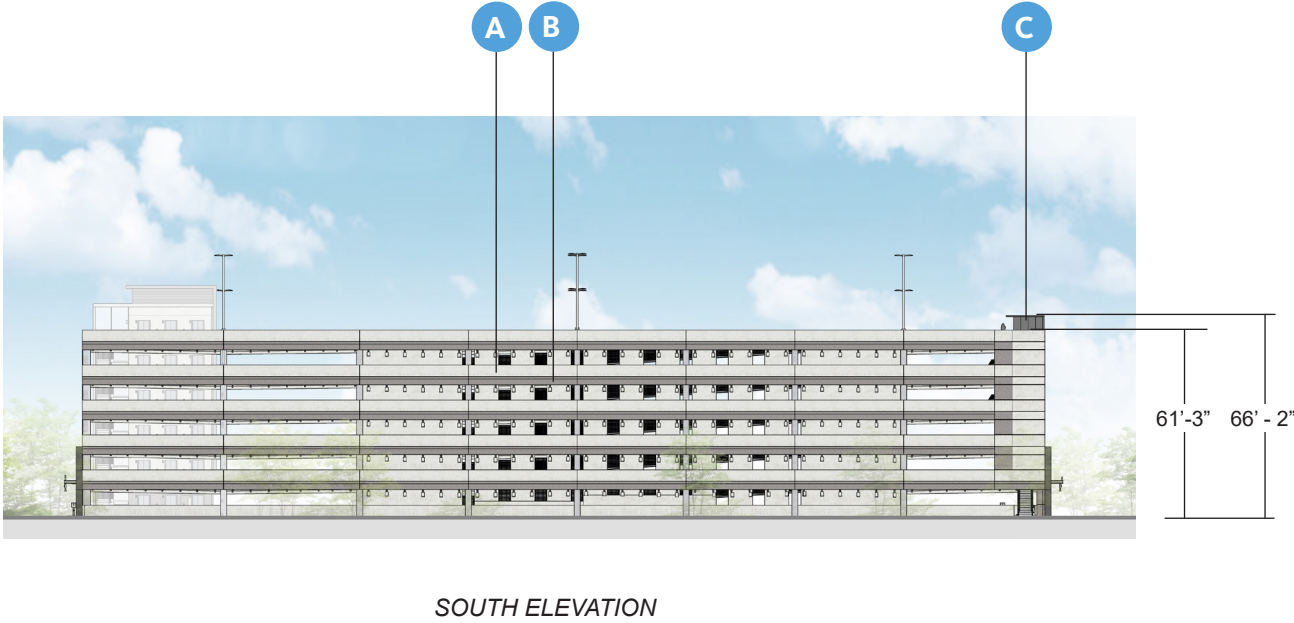
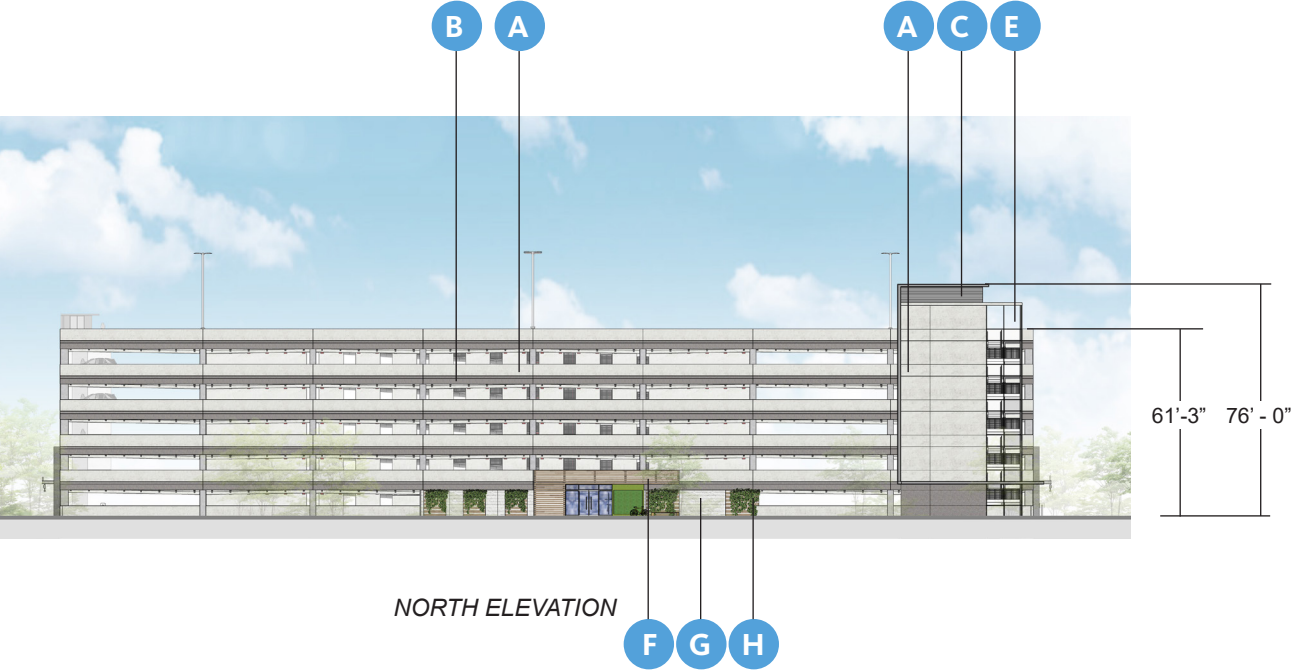
MP03- BLACK METAL
MINIMUM 24 GAUGE



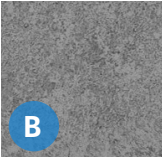
MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



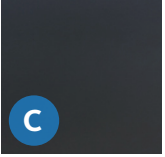
GL01- VISION GLASS



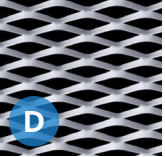
PC01- PRECAST LIGHT



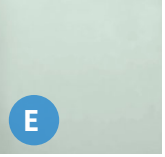
PC02- PRECAST DARK



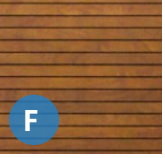
MP03- BLACK METAL
MINIMUM 24 GAUGE



MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



GL01- VISION GLASS



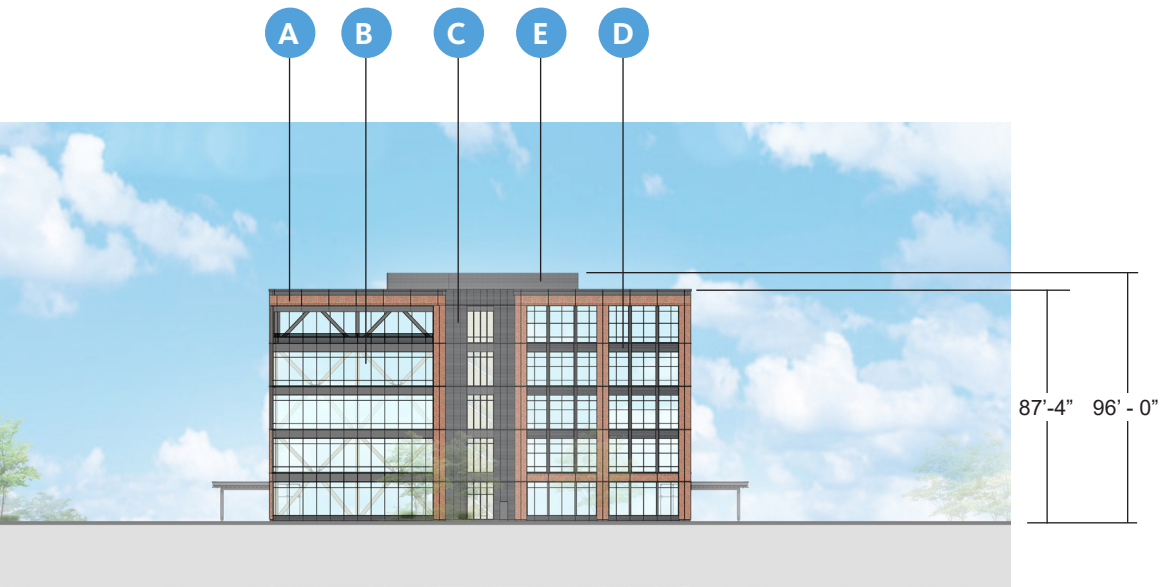
WD01 - WOOD VENEER



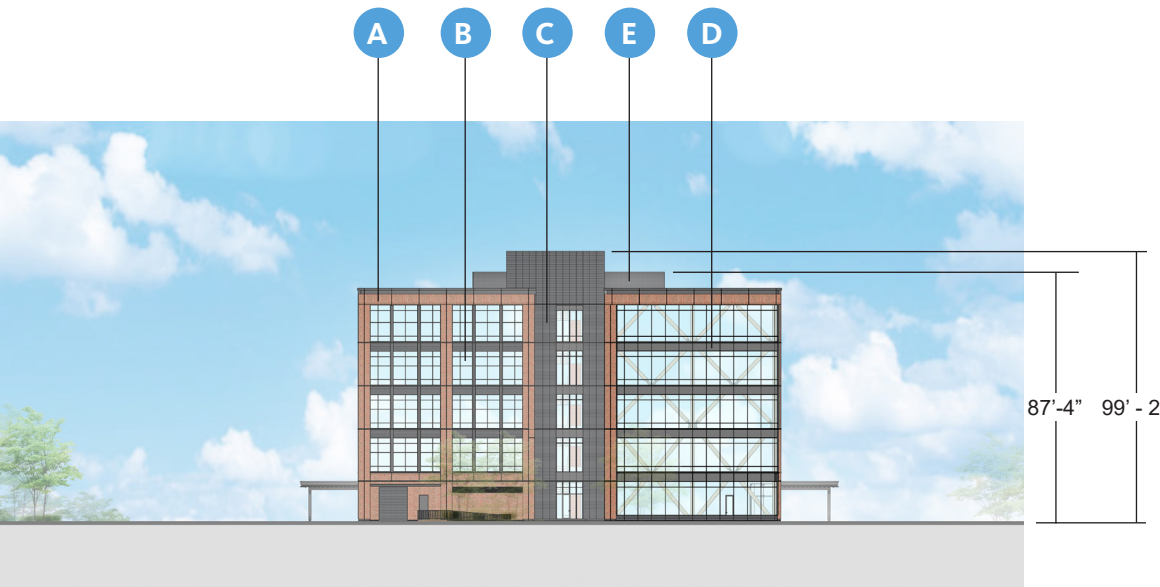
BR01 - BRICK VENEER



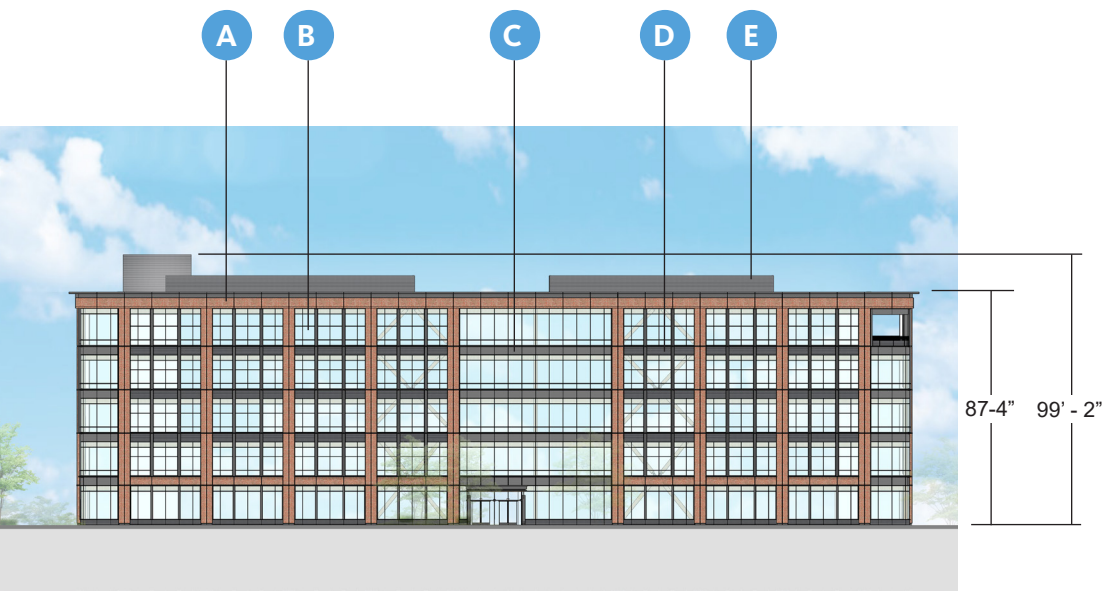
WC01 - GREEN WALL



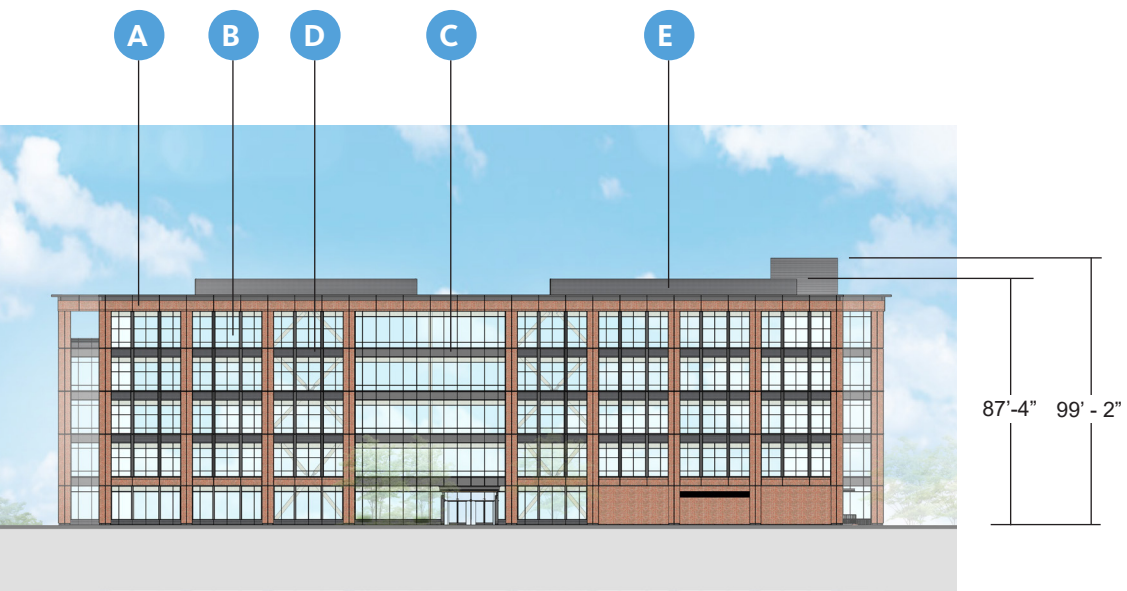
NORTH ELEVATION



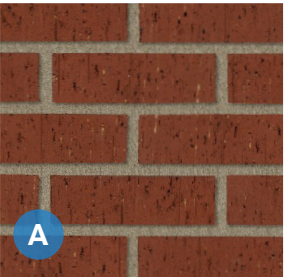
SOUTH ELEVATION



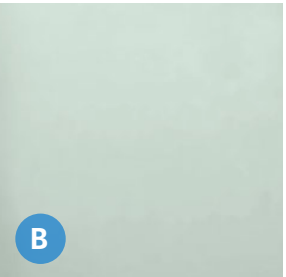
EAST ELEVATION



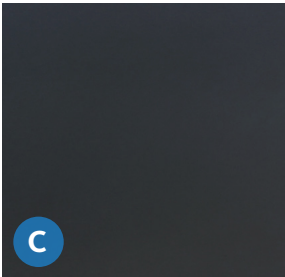
WEST ELEVATION



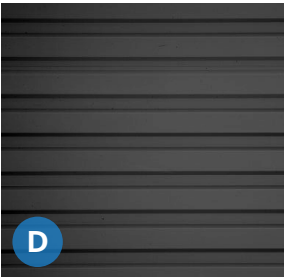
BR01- RED THIN BRICK



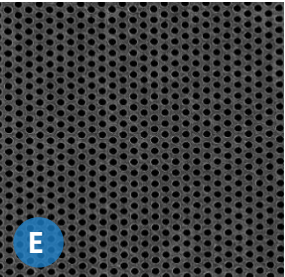
GL01- VISION GLASS



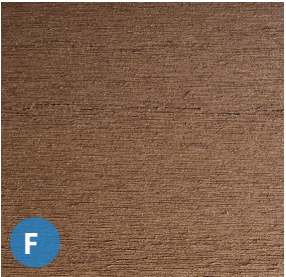
MP03- BLACK METAL
MINIMUM 24 GAUGE



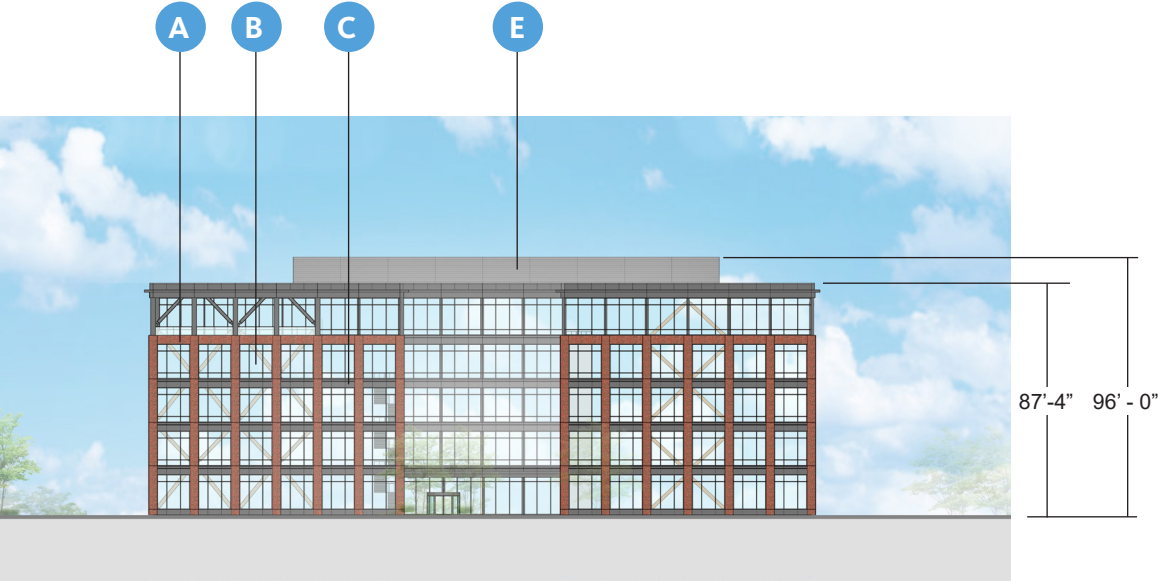
MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



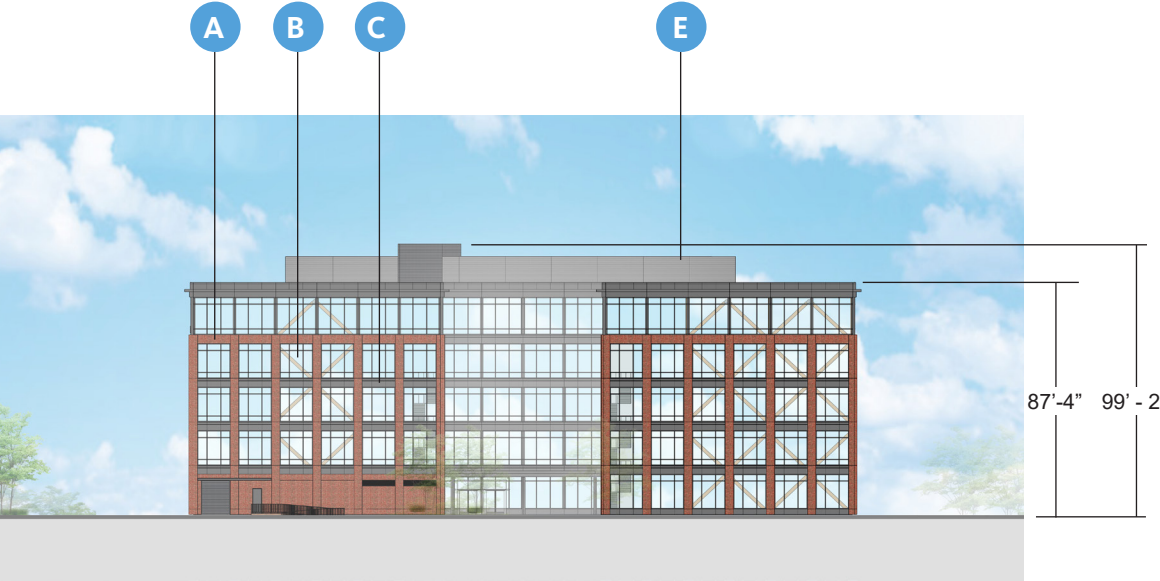
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



NORTH ELEVATION



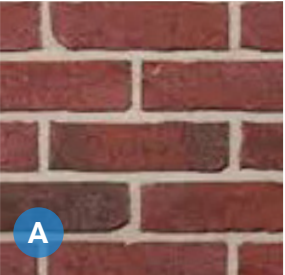
SOUTH ELEVATION



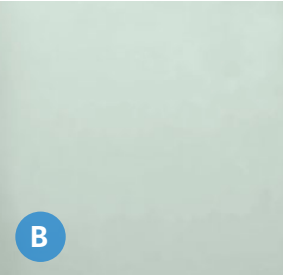
EAST ELEVATION



WEST ELEVATION



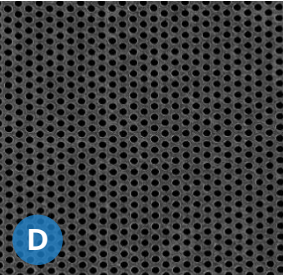
BR01- RED THIN BRICK



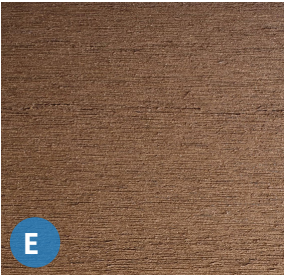
GL01- VISION GLASS



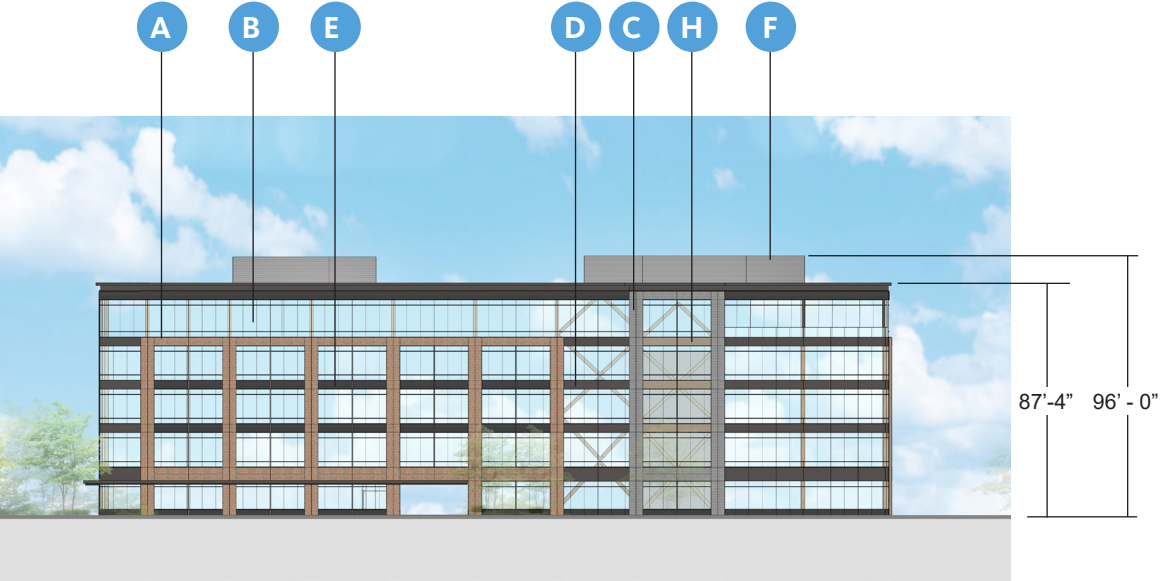
MP01- GRAY METAL
MINIMUM 24 GAUGE



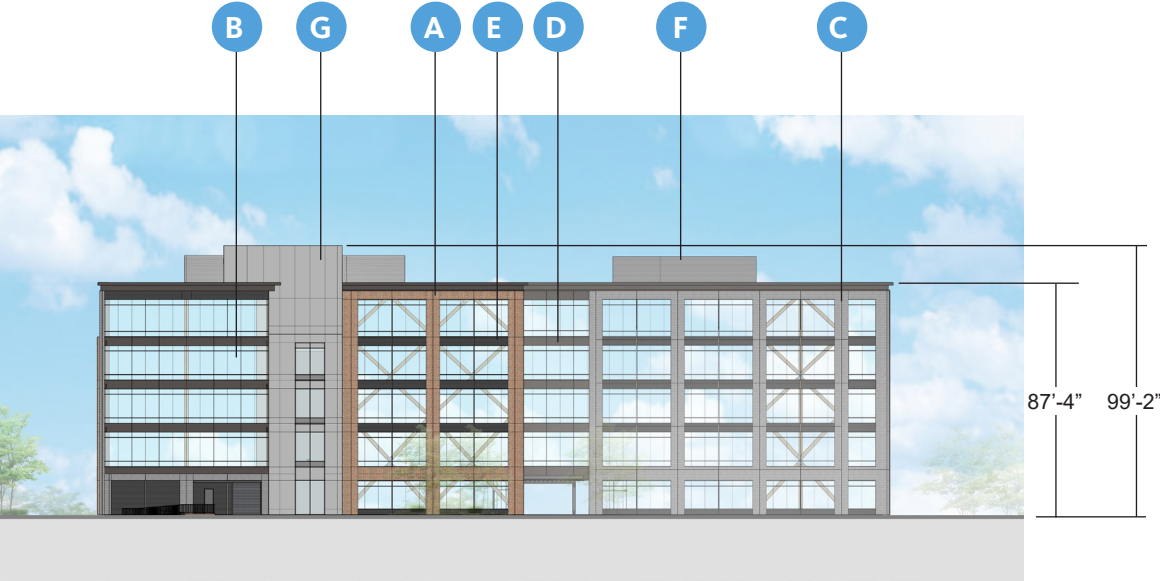
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



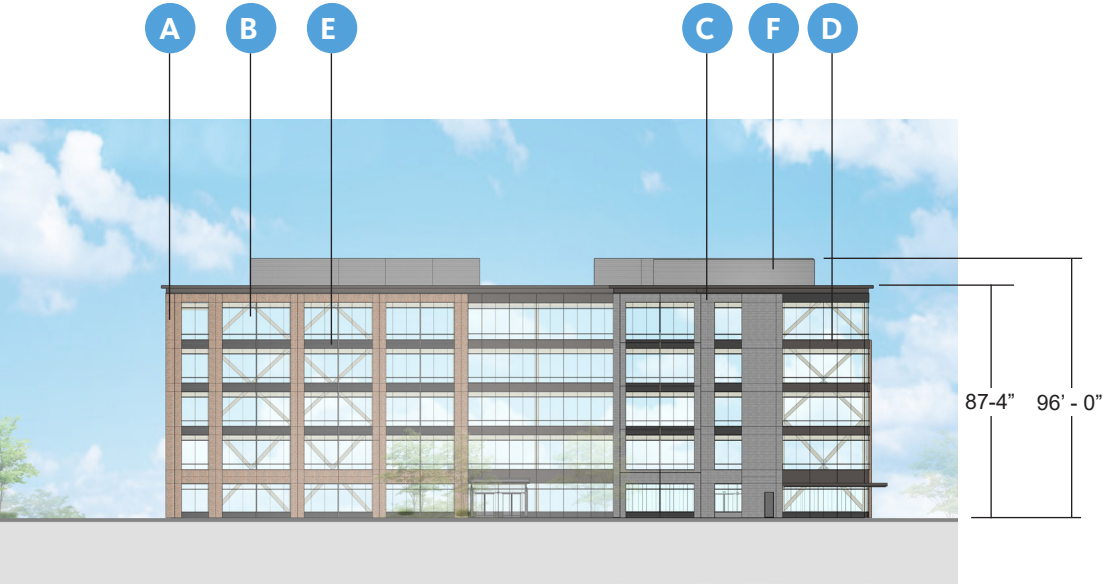
WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



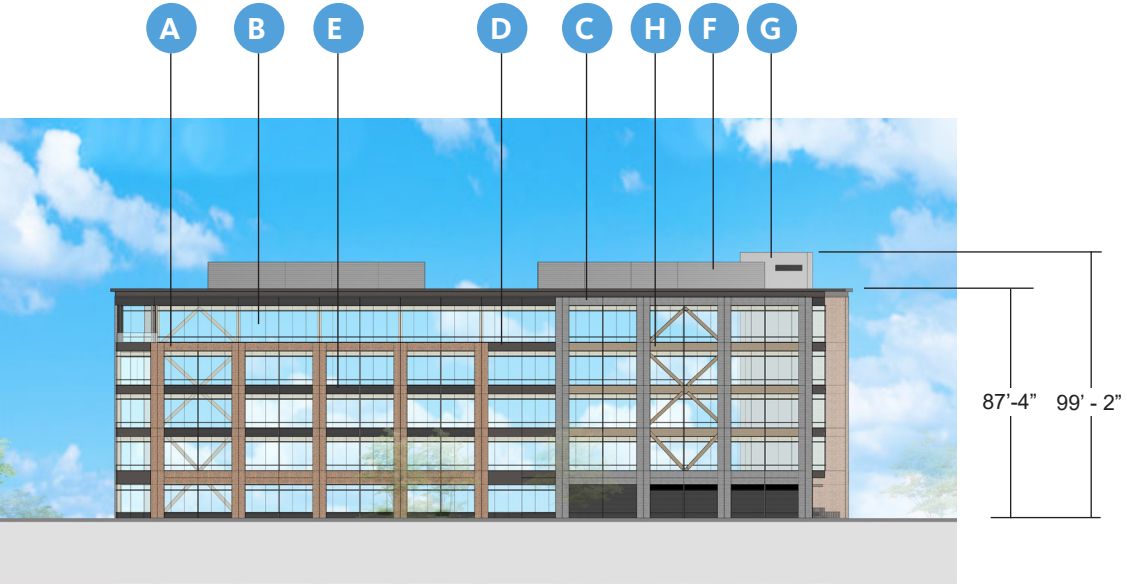
NORTH ELEVATION



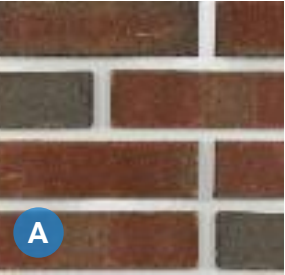
SOUTH ELEVATION



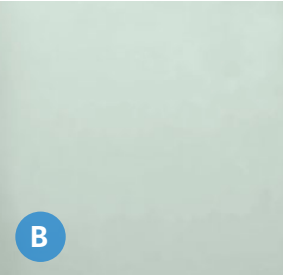
EAST ELEVATION



WEST ELEVATION



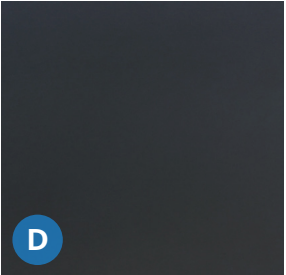
BR02- RED THIN BRICK



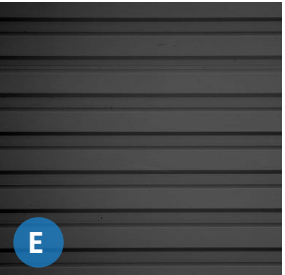
GL01- VISION GLASS



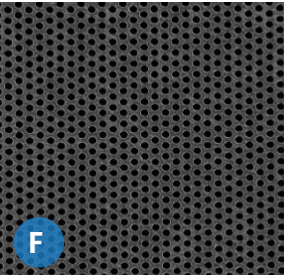
BR04- GRAY THIN BRICK



MP03- BLACK METAL
MINIMUM 24 GAUGE



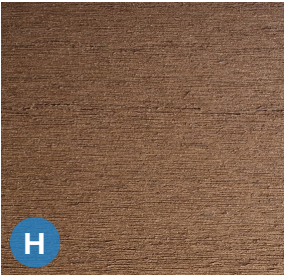
MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



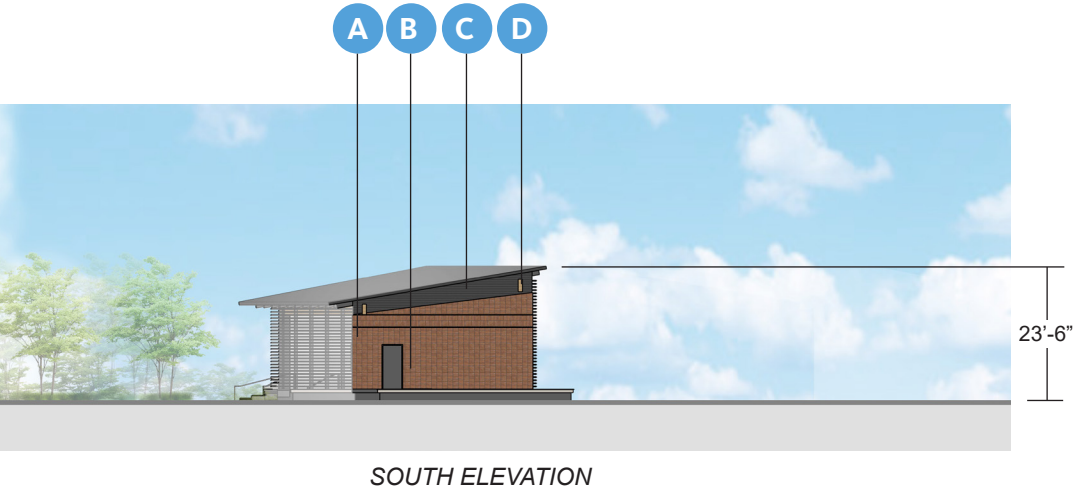
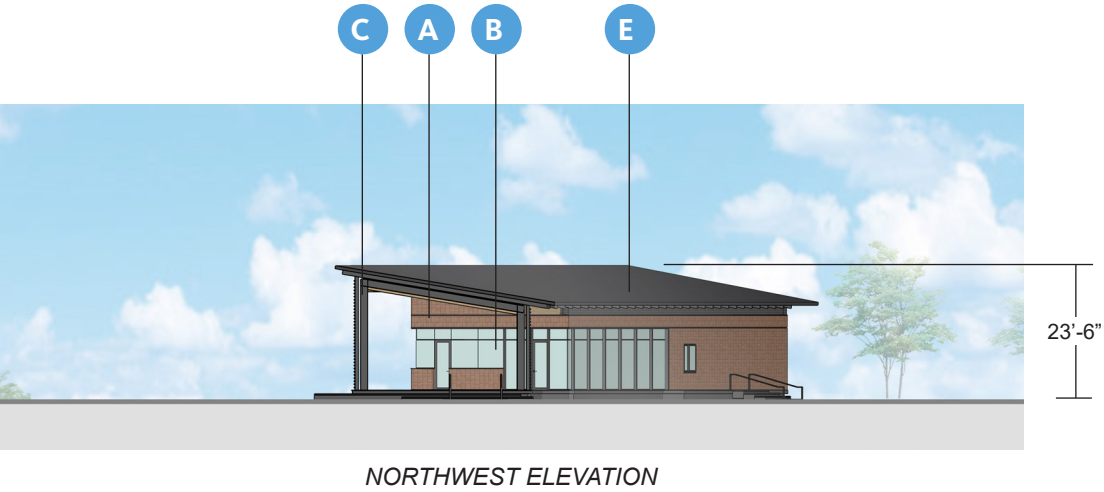
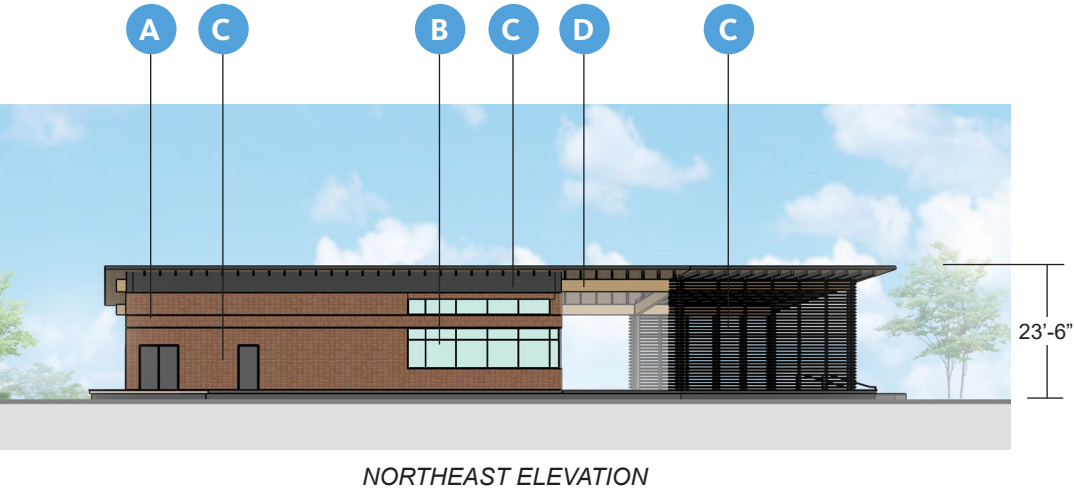
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



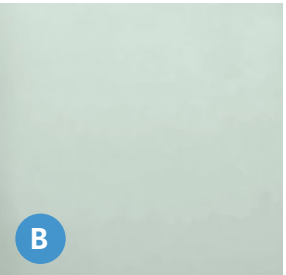
MP01- GRAY METAL
MINIMUM 24 GAUGE



WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



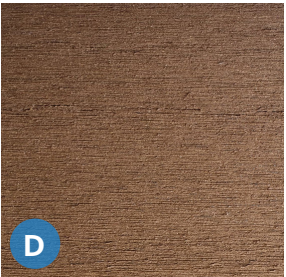
BR02- RED THIN BRICK



GL01- VISION GLASS



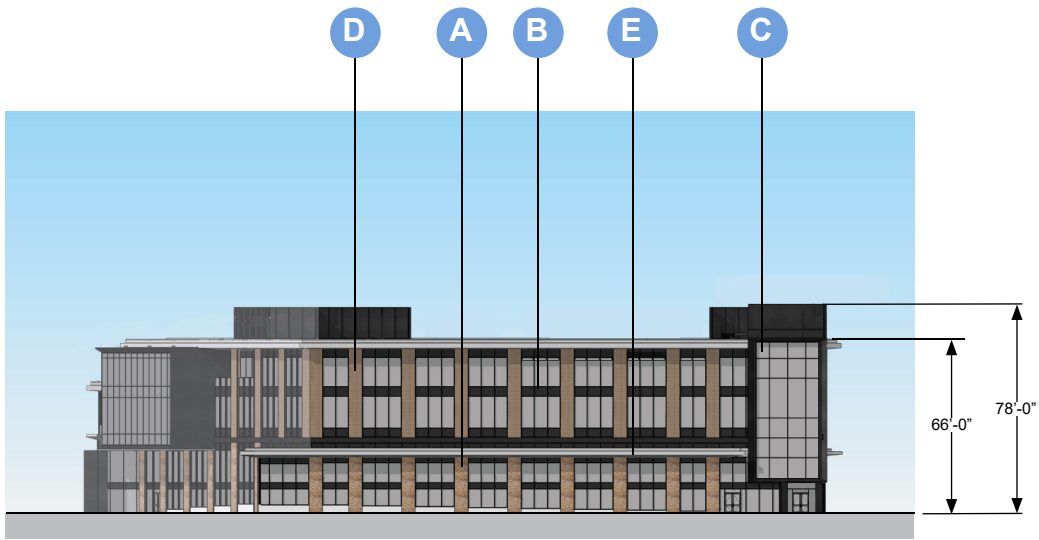
MP01- GRAY METAL
MINIMUM 24 GAUGE



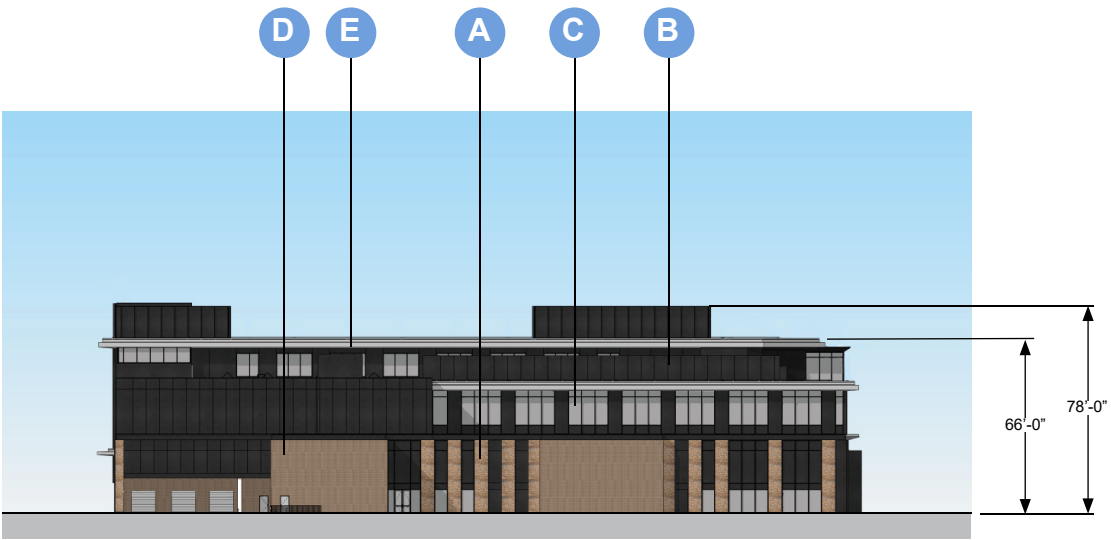
WD01- WOOD FINISH
(CANOPY SOFFITS)



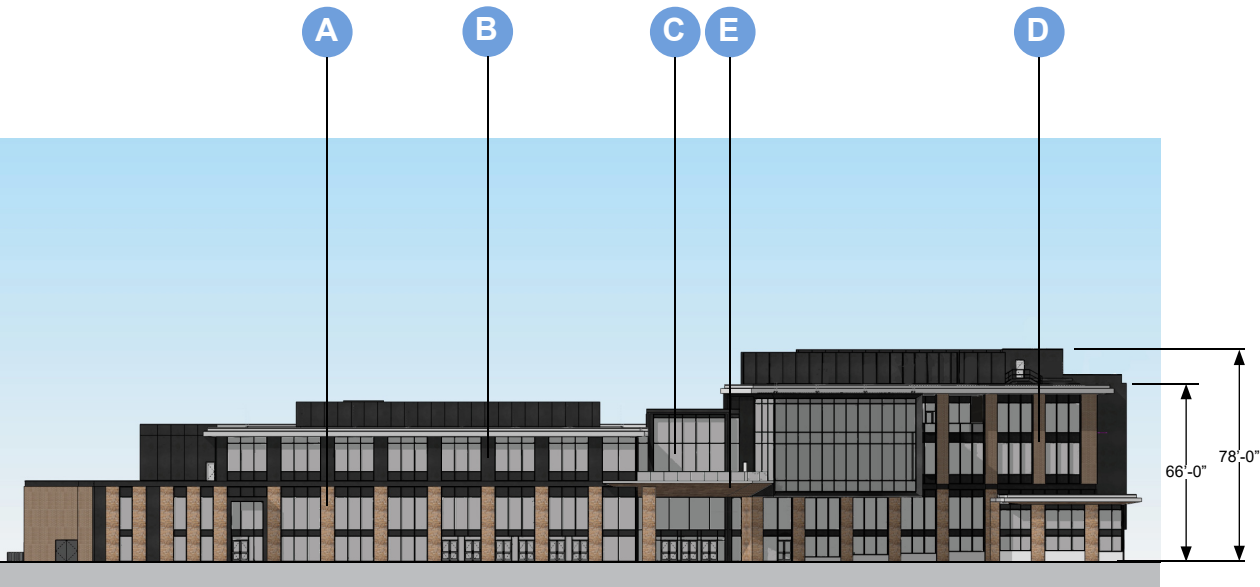
RF01- STANDING SEAM
METAL ROOF
MINIMUM 24 GAUGE



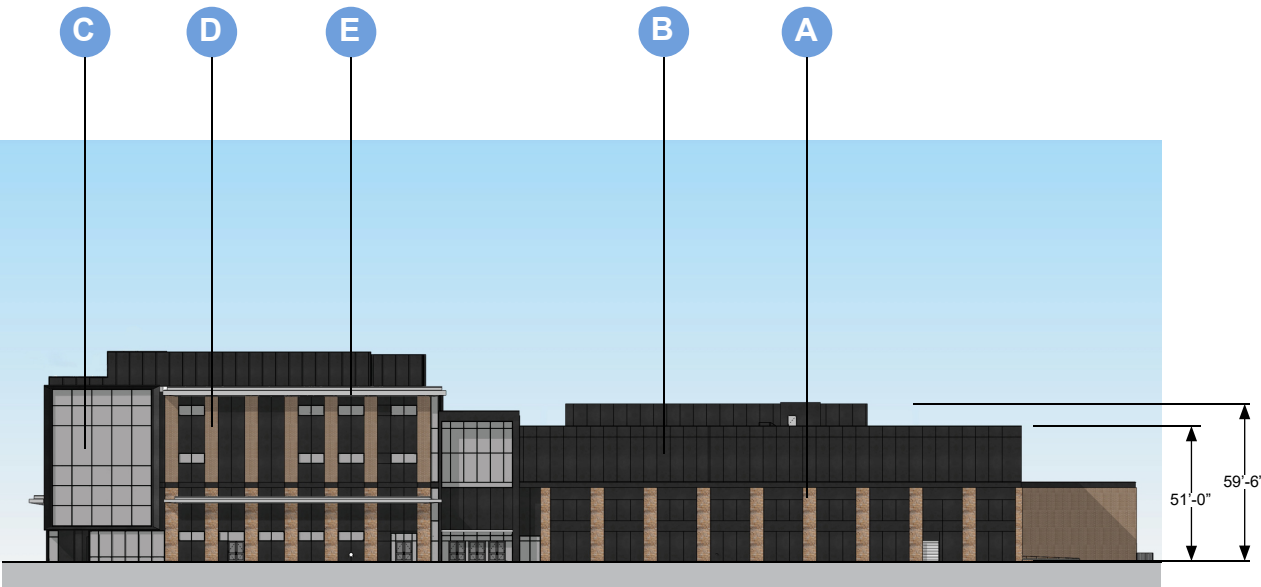
NORTH ELEVATION



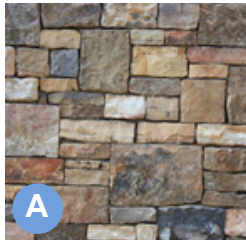
SOUTH ELEVATION



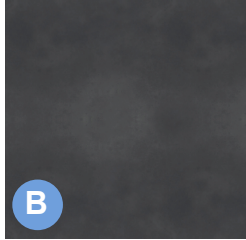
EAST ELEVATION



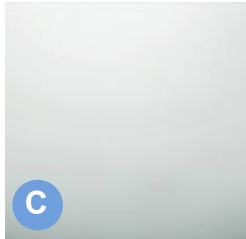
WEST ELEVATION



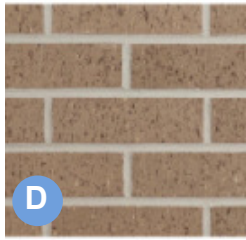
ST9 STONE VENEER



MP9 ANODIZED ALUMINUM PANEL, MIN. 24 GAUGE



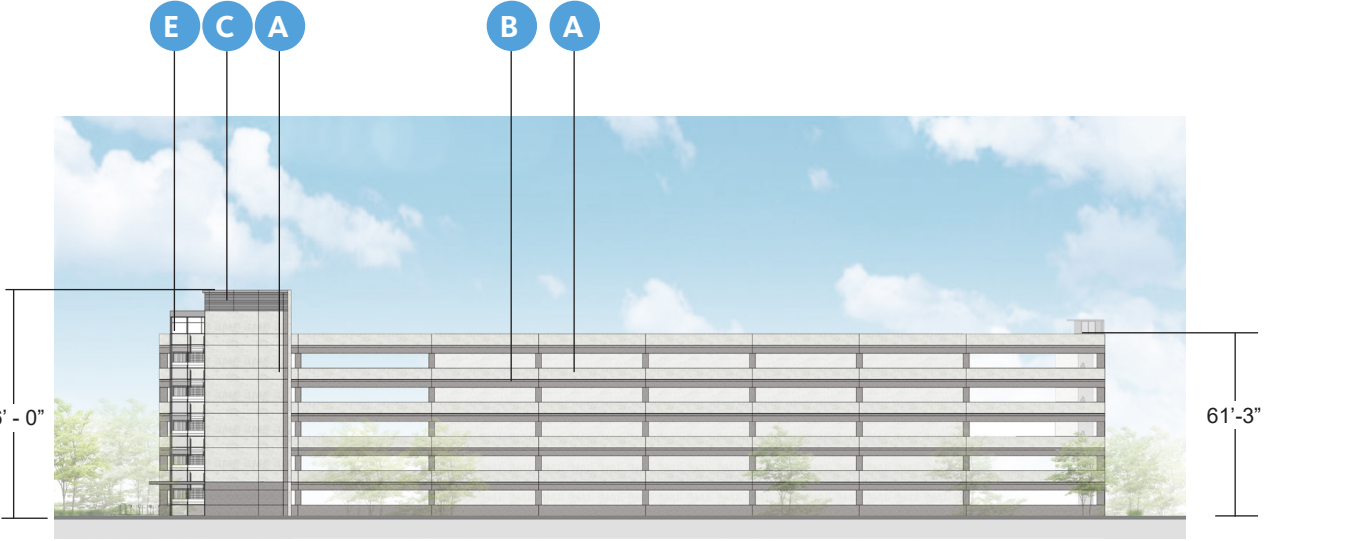
GL9 VISION GLASS



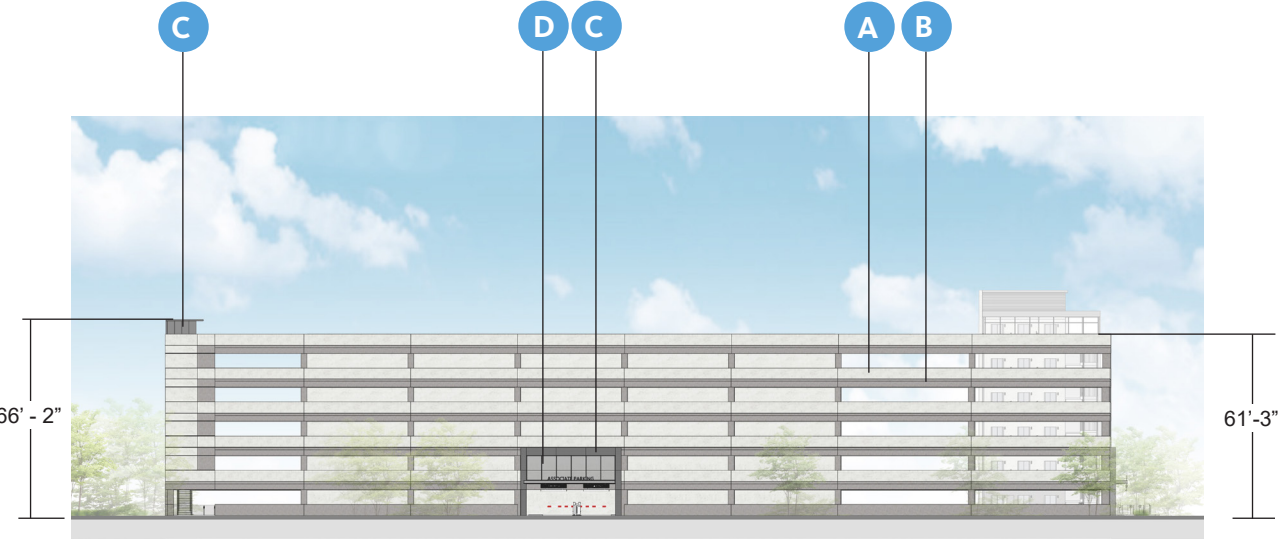
BR9 MODULAR BRICK VENEER



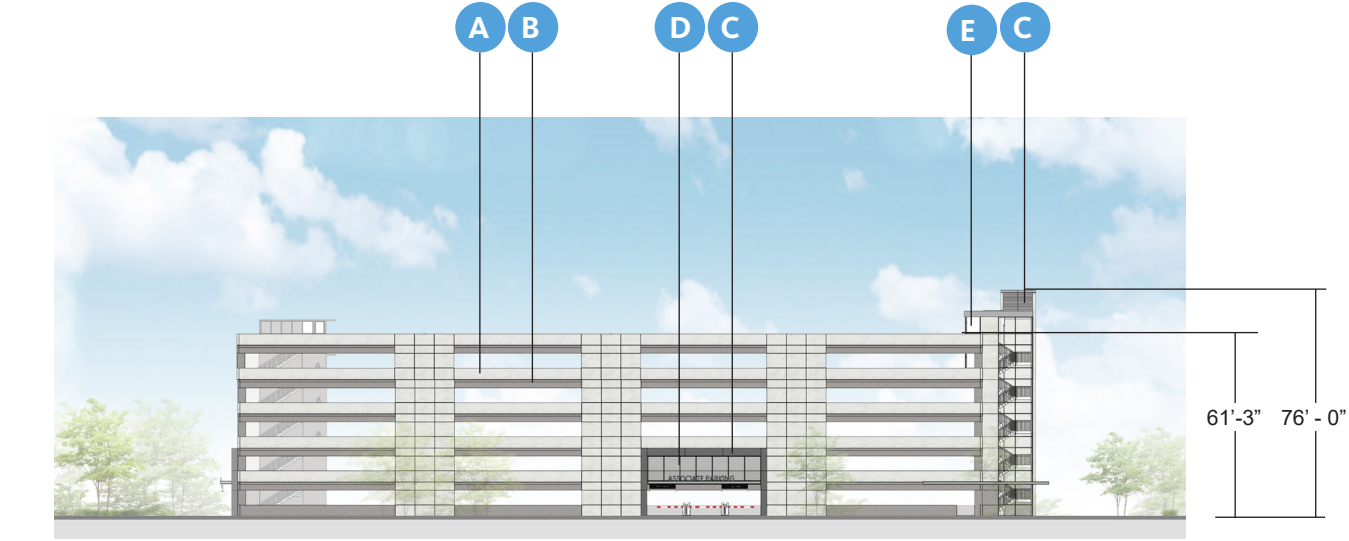
WD9 WOOD FINISH ALUMINUM SOFFIT



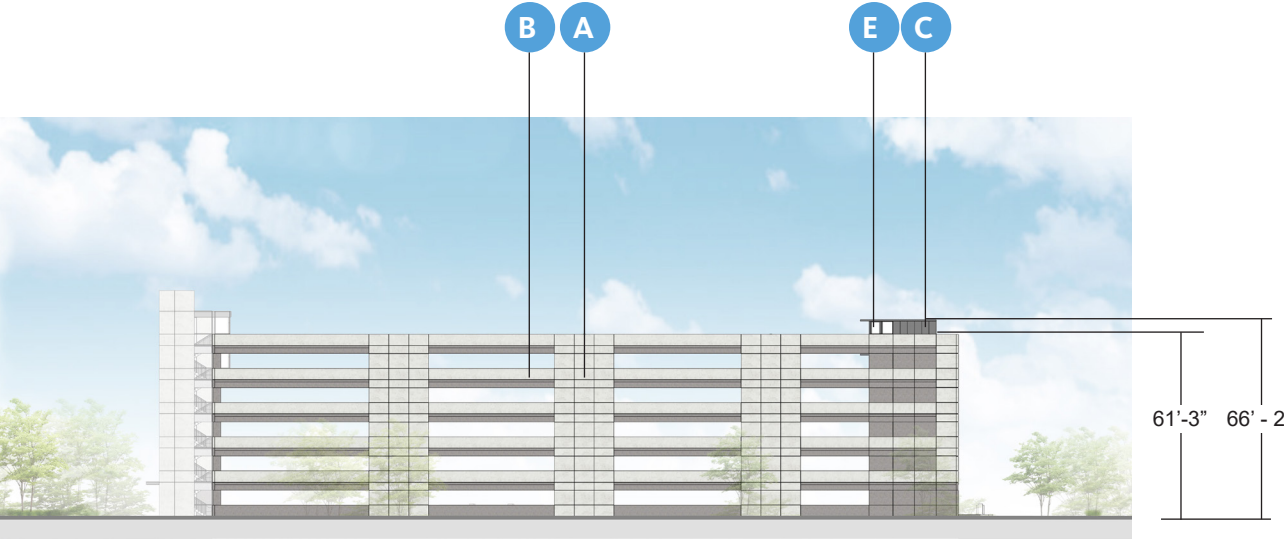
NORTH ELEVATION



SOUTH ELEVATION



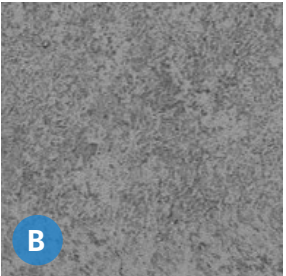
EAST ELEVATION



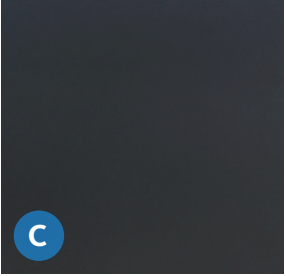
WEST ELEVATION



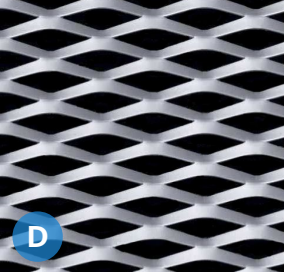
PC01- PRECAST LIGHT



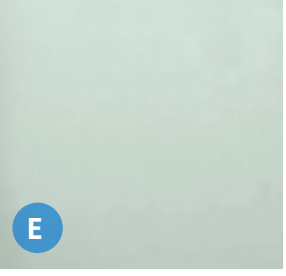
PC02- PRECAST DARK



MP03- BLACK METAL
MINIMUM 24 GAUGE



MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



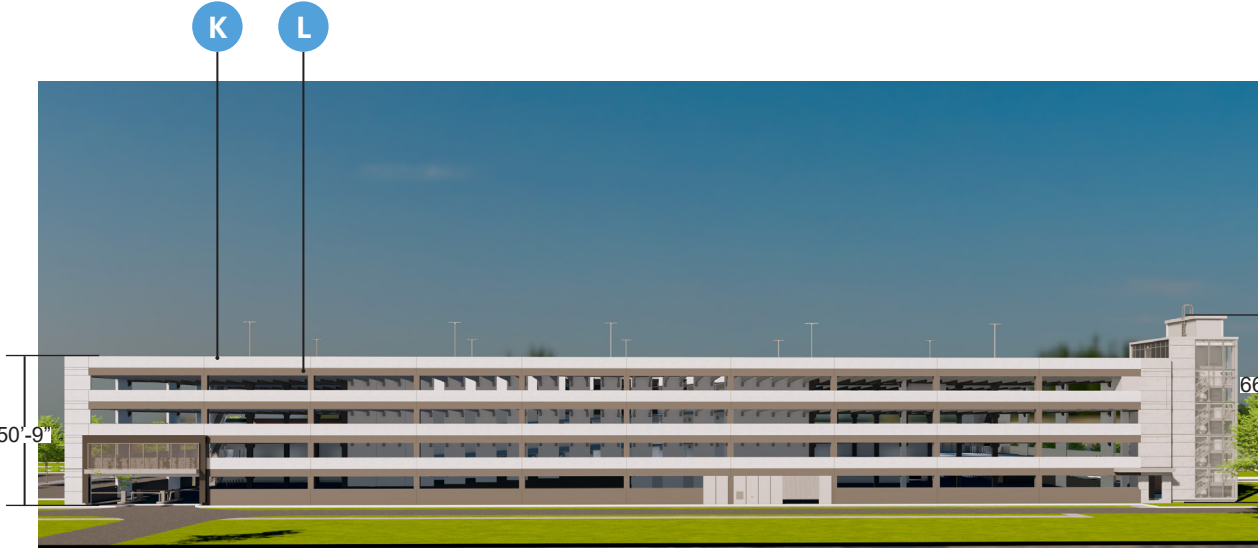
GL01- VISION GLASS



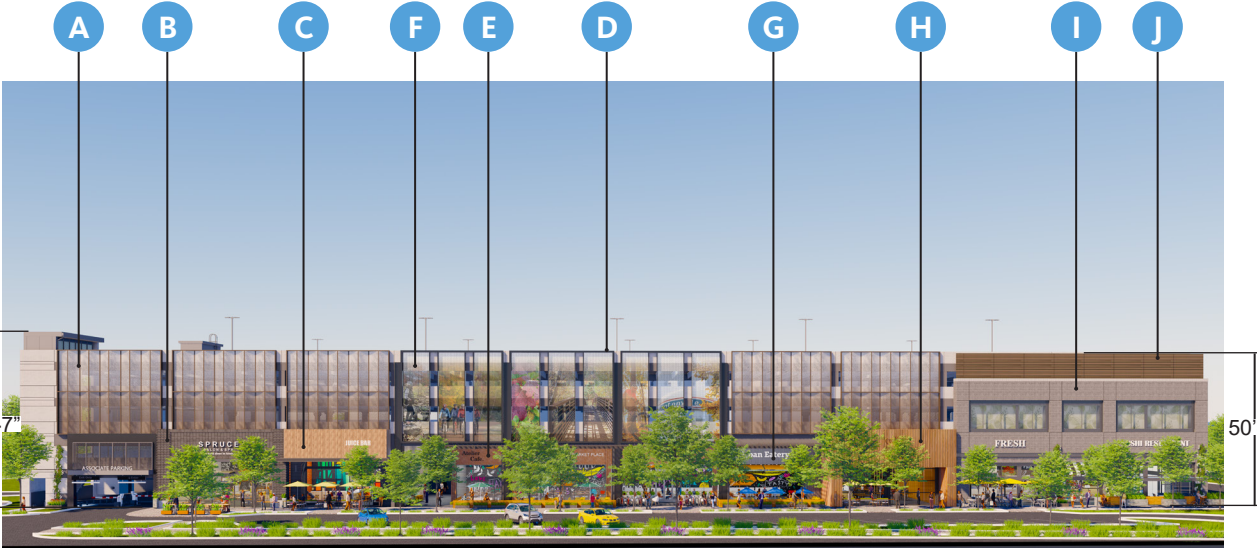
NORTH ELEVATION



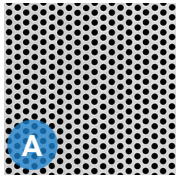
SOUTH ELEVATION



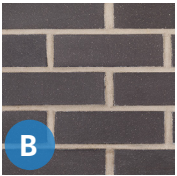
EAST ELEVATION



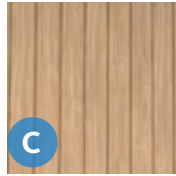
WEST ELEVATION



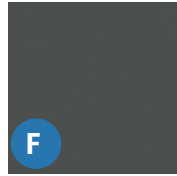
A
MP01 - PERFORATED METAL MINIMUM 24 GAUGE



B
BR01- BRICK GRAY



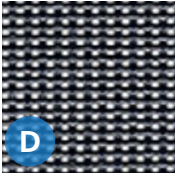
C
MP05 - WOOD GRAIN METAL SIDING 24 GAUGE COLOR: LIGHT PINE



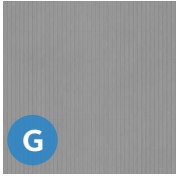
F
MP02 CHARCOAL - METAL PANEL MINIMUM 24 GAUGE



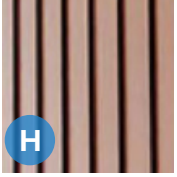
E
BR02 -BRICK MIDLOTHIAN



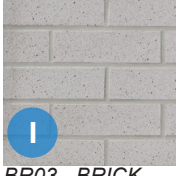
D
MF01 - MESH FABRIC - SERGE FERRARI



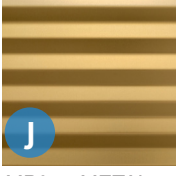
G
MP03 - METAL PANEL LIGHT GREY MINIMUM 24 GAUGE



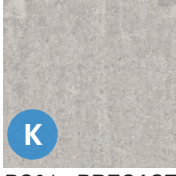
H
MP06 - WOOD GRAIN METAL SIDING 24 GAUGE COLOR: SADDLE



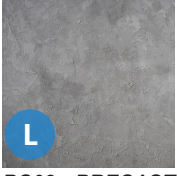
I
BR03 - BRICK LIGHT GREY



J
MP04 - METAL PANEL TAMBOURINE HORIZONTAL MINIMUM 24 GAUGE

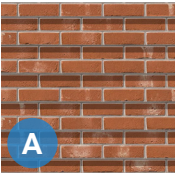
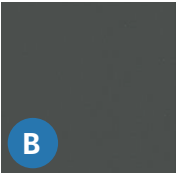
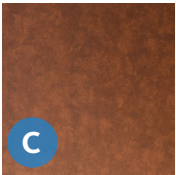
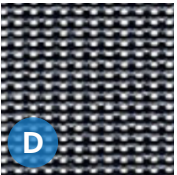
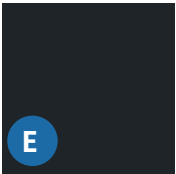
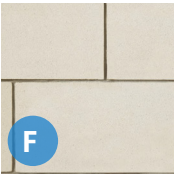


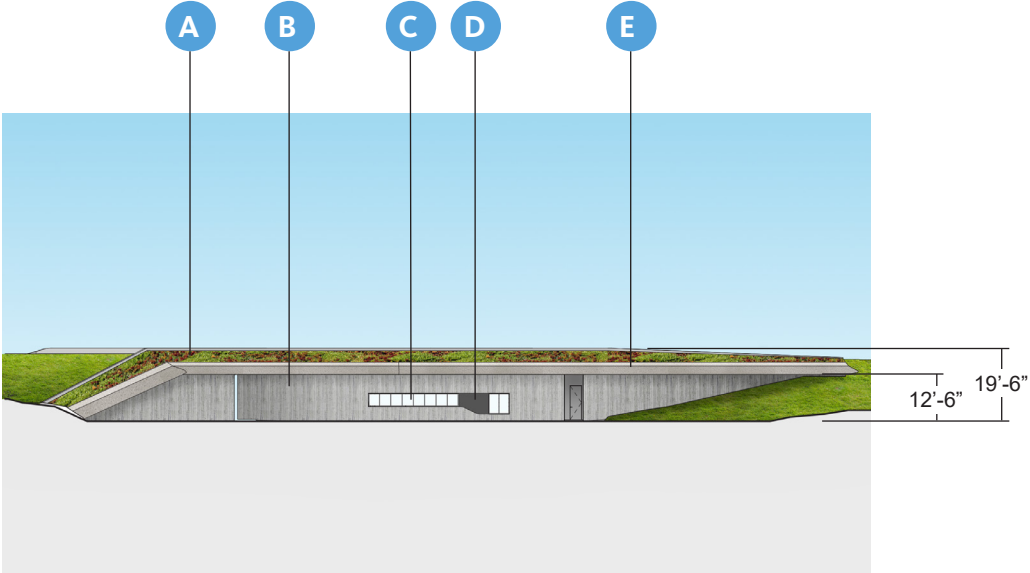
K
PC01 - PRECAST LIGHT



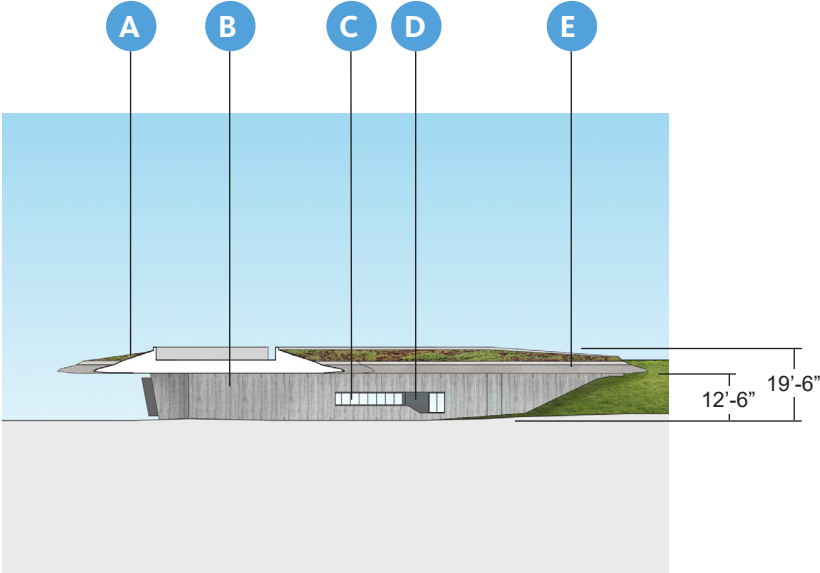
L
PC02 - PRECAST DARK



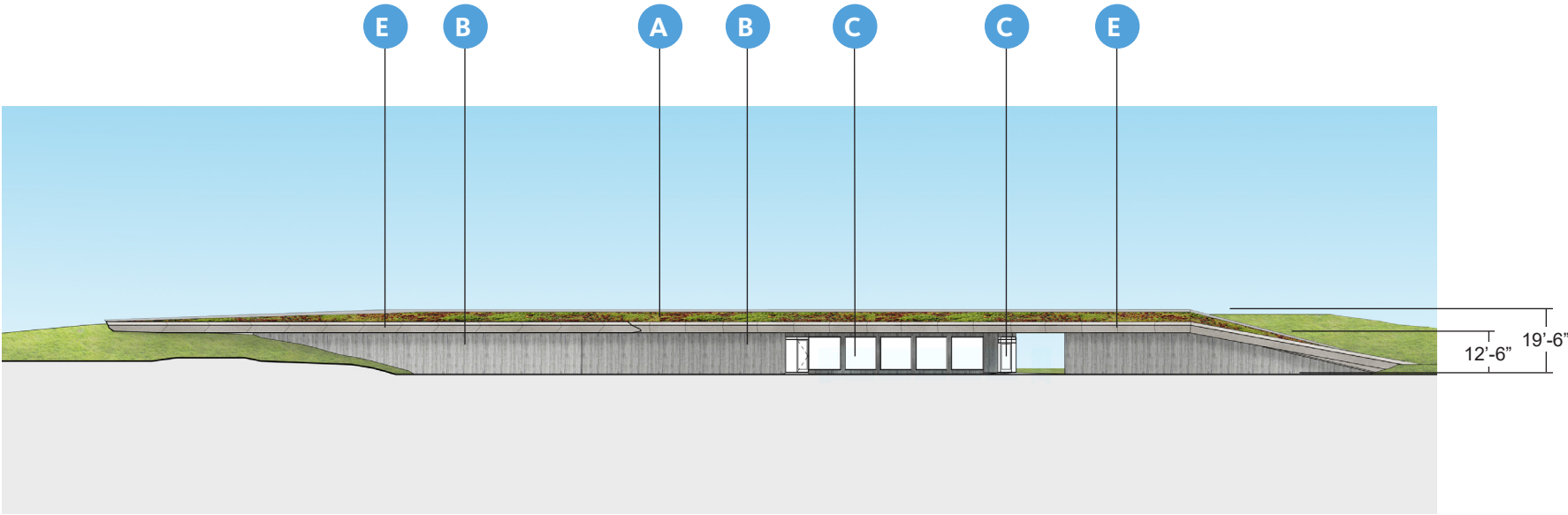
 A BR01 - CORBELLED BRICK	 B MP01 - CHARCOAL – METAL PANEL MINIMUM 24 GAUGE
 C MP02 - BRONZE ALUMINUM PANEL MINIMUM 24 GAUGE	 D MF01 - MESH FABRIC - SERGE FERRARI
 E MP03 - DARK METAL PANEL MINIMUM 24 GAUGE	 F ST01 - LIMESTONE CALCIUM SILICATE
 G BR01 - BRICK CHARTER WHITE	 H MP04 - DARK BRONZE ALUMINUM MINIMUM 24 GAUGE
 I PC01 - PRECAST LIGHT	 J PC02 - PRECAST DARK



NORTH ELEVATION



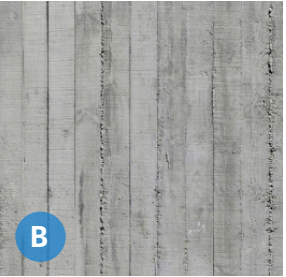
EAST ELEVATION



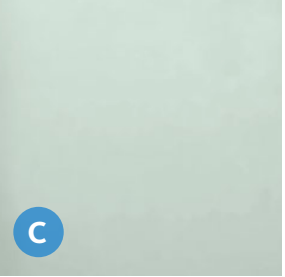
SOUTH ELEVATION



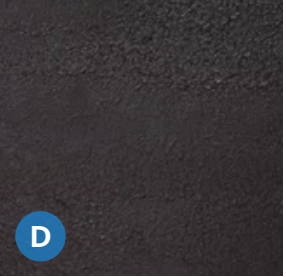
GREEN ROOF



BOARD FORMED
CONCRETE



VISION GLASS



PAINTED STEEL PANEL
MINIMUM 24 GAUGE



GLASS FIBER
REINFORCED
CONCRETE

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORD 2024-28; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PUD20-0002)

WHEREAS, on October 27, 2020 City Council approved Ordinance 2020-207 creating PUD20-0002 for Wal-Mart Campus;

WHEREAS, PUD20-0002 was amended on April 13, 2021 with ORD2021-93;

WHEREAS, PUD20-0002 was amended on October 12, 2021 with ORD2021-210;

WHEREAS, PUD20-0002 was amended on May 24, 2022 with ORD2022-116;

WHEREAS, PUD20-0002 was amended on February 13, 2024 with ORD2024-28;

WHEREAS, Wal-Mart stores has duly filed a petition to further amend PUD20-0002;

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;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 4, 2024 in the Council Chambers of the City of Bentonville;

WHEREAS, the amendments include phasing changes to the PUD; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said PUD be amended as shown on the attached "Wal-Mart Campus PUD Revision 9".

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

Section 1: That the above described PUD is hereby amended 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 _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk