



**Finance Committee
Meeting Agenda
February 24, 2026
5:00 PM
City Council Chambers**

City Council Members:

Gayatri Richardson **Ward 1, Position 2**
Cindy Acree **Ward 2, Position 1**
Bill Burckart **Ward 3, Position 2**

*If the public would like to attend virtually, please log on at the following link: <https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09>

Call to Order/Roll Call

Items For Discussion

- | | |
|--|----------------------|
| 1. Update on Water Service Line Replacements | Informational |
| Update on contractor progress and our purchase of water. | |
| 2. Revenue Options | Informational |

City Council Items To Be Considered

- | | |
|---|-------------------|
| 1. Resolution Accepting Arkansas Division of Aeronautics Grant for the Bentonville Municipal Airport | Resolution |
| A Resolution accepting an 90/10 grant in the amount of \$200,000.00 from the Arkansas Division of Aeronautics Commission providing funding to construct an aircraft parking apron on what is usually called "The Muddy South." A budget adjustment is needed. | |
| 2. Resolution Approving a Budget Adjustment for the Wastewater Development Fee Revenue Bond | Resolution |
| Requesting City Council approval of a Resolution to approve a budget adjustment related to the Wastewater Development Fee Revenue bond in the amount of \$239,000,000.00 funded by the Alice Walton Foundation. A budget adjustment is needed. | |

3. **Resolution Authorizing the Bella Vista
Village Property Owner's Association
Wholesale Contract**

Resolution

Resolution authorizing the Mayor and City Clerk to enter into an agreement with the Bella Vista Property Owners Association for the sale of water to be served within their service area. No budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



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		\$	\$

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



Hugh McDonald
SECRETARY OF COMMERCE

Jerry Chism
DIRECTOR
DIVISION OF AERONAUTICS

June 21, 2023

BENTONVILLE MUNICIPAL AIRPORT
ATTN: The Honorable Stephanie Orman
Mayor of Bentonville
305 SW A Street
Bentonville, AR 72712

COMMISSIONERS

Blake Williamson
El Dorado

Jeff Standridge
Conway

Lloyd Wofford
Jonesboro

Will Dawson
Clinton

Samuel Jackson
Blytheville

James "Jay" Brain
Rogers

Dr. Richard L. Dawe
Melbourne

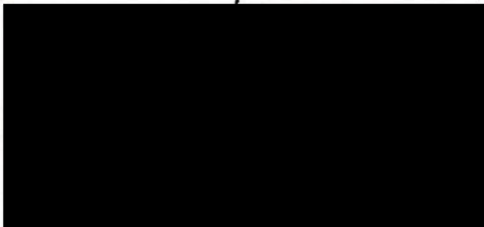
Dear Mayor Orman:

During the June 21, 2023 meeting of the Arkansas Aeronautics Commission, a 90-10% Grant Request was approved for Bentonville Municipal Airport. The Request approved provides funding in the amount of \$200,000.00 for New Aircraft Parking Apron.

This grant has been assigned Grant #4168-23 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. ***The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.***

The Commission has asked that we call your attention to Page Three (3) of your Application for State Airport Aid. ***This project should be started immediately and completed within one year.*** To avoid cancellation of the grant, notify us if circumstances beyond your control prevent completion within the allotted time.

Payment of this grant will be made upon completion of your project. Please remember that grant funds are contingent upon the Division's appropriation for the fiscal year. Request payment of this grant in writing and include your documentation for the project at that time.



cc: State Senator Bart Hester; State Representative R. Scott Richardson

JC:kg

Arkansas Department of Commerce
Division of Aeronautics
Clinton National Airport/Adams Field
2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202
FLY.ARKANSAS.GOV

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT FROM THE ARKANSAS DIVISION OF AERONAUTICS, IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), TO CONSTRUCT AN AIRCRAFT PARKING APRON AT THE BENTONVILLE MUNICIPAL AIRPORT; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Municipal Airport requests approval to accept a grant from the Arkansas Division of Aeronautics, in the amount of two hundred thousand dollars (\$200,000.00);

WHEREAS, this grant will fund construction of an airport parking apron, South of the current circular apron at the Bentonville Municipal Airport;

WHEREAS, this is a 90/10 grant with the City’s portion funded by Through-the-Fence funds currently held; and

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

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Arkansas Division of Aeronautics, in the amount of two hundred thousand dollars (\$200,000.00), to construct an airport parking apron at the Bentonville Municipal Airport;

Section 2: The 2026 Budget is hereby adjusted to recognize two hundred thousand dollars (\$200,000.00) in grant funds into Account #101650-33411 – State Operating Grant;

Section 3: The 2026 Budget is further adjusted to appropriate the same from Account #101650-33411 – State Operating Grant into Account #101650-47390 – Improvements Other than Building/Projects;

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

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Email:			

Item Type (Check all that apply)

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<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$	
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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		\$	\$
		\$	\$
		\$	\$

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _____

A RESOLUTION ADJUSTING THE 2026 BUDGET FOR THE WASTEWATER DEVELOPMENT FEE REVENUE BOND; AND FOR OTHER PURPOSES.

WHEREAS, the 2026 budget needs to be adjusted due to the Wastewater Development Fee Revenue Bond in the amount of two hundred thirty-six million two hundred sixteen thousand two hundred ninety-five dollars (\$236,216,295.00); and

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

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

Section 1: The 2026 Budget is hereby adjusted to recognize two hundred thirty-six million two hundred sixteen thousand two hundred ninety-five dollars (\$236,216,295.00), from the Wastewater Development Fee Revenue bond funded by the Alice Walton Foundation, into Account #503040-39325 – Bond Proceeds;

Section 2: The 2026 Budget is further adjusted to appropriate from the above, two hundred thirty-six million one hundred eighteen thousand seven hundred ninety-five dollars (\$236,118,795.00) into Account #503040-47341 - Sewer Line Improvements and ninety-seven thousand five hundred dollars (\$97,500.00) into Account #503040-48215 Bond Fees;

Section 3: The 2026 Budget is further adjusted to appropriate thirty-eight thousand dollars (\$38,000.00) from the Utility Fund into Account #503040-43410 - Professional Services/Other;

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

Section 5 - Repeal of Conflicting 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 _____, 2026.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



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		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

AGREEMENT

This AGREEMENT made and entered into this ___ day of _____, 20__ by and between the City of Bentonville, Arkansas, an Arkansas municipal corporation, hereinafter called the "CITY" and Bella Vista Village Property Owners Association, Benton County, Arkansas, a non-profit corporation, hereinafter called the "VILLAGE";

WITNESSETH THAT:

WHEREAS, the Village is owner of a water system providing retail water supply to a planned residential community known as Bella Vista Village, Arkansas; and

WHEREAS, water is being supplied to the VILLAGE by the CITY through three metering stations; one being located at Cold Cave Drive Pumping Station, one at Bridgewater pumping station, and one at 3471 South Lake Drive; and

WHEREAS, the Village, to provide for its present and future potable water needs, desires to continue the purchase of treated water from the CITY; and

WHEREAS, the CITY has facilities and is able to supply the VILLAGE water as outlined in this agreement and continues to be committed to said service; and

WHEREAS, the CITY purchases treated water from the Beaver Water District; and

WHEREAS, the VILLAGE is willing to make a commitment to purchase water from the City to provide a portion of the VILLAGE'S water supply needs hereinafter outlined in this agreement for the term of this agreement; and

WHEREAS, the VILLAGE desires to be assured that the CITY continues to have the facilities necessary to provide the VILLAGE with adequate water service and a supply of potable water; and

WHEREAS, Arkansas State law specifically authorizes cities to provide water service outside their corporate limits where the demand for such service is sufficient to produce revenues that will cover the cost of such service.

NOW THEREFORE, in consideration of the mutual covenants hereinafter expressed, it is agreed as follows:

1. That the CITY will deliver to the VILLAGE potable treated water, meeting standards set forth by Federal and State agencies having authority to establish water quality standards that uniformly apply to the Beaver Water District and to the CITY and its customers and as those standards may be amended from time to time.

That both parties understand and agree that the VILLAGE shall pay for the volume of water registered on the master metering equipment provided by the CITY for that purpose.

The CITY will furnish said water at 3471 South Lake Drive, Cold Cave Drive delivery point at a normal minimum pressure of 100 pounds per square inch gauge (psig) and Bridgewater delivery point at a normal and minimum pressure of 50 psig.

The CITY shall provide available capacity to the VILLAGE of up to 2.3 million gallons per day (MGD) at the Cold Cave metering station and up to 3.7 MGD at the Bridgewater metering station, except during an emergency condition whereby the maximum rate could be exceeded with mutual consent of the CITY and the VILLAGE.

2. That the VILLAGE will pay the CITY for wholesale treated water purchased in two (2) parts;

(a) The VILLAGE will pay a BASE CHARGE for Operation, Maintenance, Repair, Rehabilitation and Replacement of the CITY infrastructure servicing the VILLAGE, and other reasonable and associated water utility operational costs (such as billing, etc.) incurred by the CITY. The BASE CHARGE shall be determined at the time a rate analysis is performed as outlined in Section 4 below and adjusted according to the rate study findings. The initial BASE CHARGE shall be \$50,923.00 due monthly commencing on April 1, 2026, and extended for a minimum of one (1) year. Except as modified by Section 4b, said BASE CHARGE shall remain in effect until the next rate analysis is performed as outlined in section 4 below.

(b) The VILLAGE will pay to the CITY a BULK WATER CHARGE, which will recover the cost of water purchased by the CITY from Beaver Water District (BWD) for delivery to the VILLAGE. The VILLAGE will compensate the CITY for the sum of metered water volume from all metering sites, adjusted for the tested meter accuracies at the unit price per 1,000 gallons charged by BWD for water purchased for delivery to the VILLAGE plus a markup of thirty percent (30.0 %). The BULK WATER CHARGE shall be adjusted timely in accordance with periodic and retroactive adjustments as implemented by BWD, such that the BULK WATER CHARGE billed to the VILLAGE is equal to the rate charged for water purchased from BWD for delivery to the VILLAGE, plus a 30% mark-up.

(c) In addition to the two parts the VILLAGE will pay each month described in sections (a) and (b), for any VILLAGE usage that exceeds 5.25 million gallons in a day or 291,600 gallons in an hour (as defined in Section 3 of this agreement) the VILLAGE shall pay a surcharge of 50% of the BWD volume rate to the CITY for all usage that exceeds the defined limits.

3. That it is further agreed by the parties that the maximum daily total volume purchased by the VILLAGE will be 5.25 million gallons with a maximum hourly flow rate of 291,600 gallons.

4. The CITY may adjust the BASE CHARGE, as described in Section 2(a) of this contract, no more than once per calendar year, as described in this section.

(a) That no later than five years after the initial date of this agreement, the CITY shall complete and deliver to the VILLAGE an analysis of the cost of water via study and report performed on a cost of service basis to update billing rates in accordance with generally accepted ratemaking principles as outlined in American Water Works Association's Manual M1: Principles of Rates, Fees and Charges (Manual M1), or its equivalent, as amended from time to time. The resulting rate(s) and any related components determined by said analysis will be charged by the CITY until the subsequent analysis is performed. Results of any study and resulting rates shall become effective on January 1 following completion of said study with no less than 3 months notice of rates to be imposed. The Study shall be completed at any interval not less than 1 year and not more than 5 years from the completion of a prior study. This requirement may be waived for any given year with the concurrence of the governing bodies of both the CITY and the VILLAGE.

“Cost of Service Methodology”. The methodology to be used by CITY to determine the cost of providing water to the VILLAGE refers specifically to the “utility basis” approach to determining the revenue requirement and the “Base - Extra Capacity Method” of allocating the revenue requirement as these are described in Manual M1.

(b) If it has been less than five years since the previous cost of water analysis described in Section 4(a), the CITY shall adjust the BASE CHARGE by an amount equal to or less than the year over year percentage change in the Water and sewerage maintenance expenditure category (or its equivalent) of the Consumer Price Index for all Urban Consumers (CPI-U), as published by the United States Department of Labor Bureau of Labor Statistics (or its successor).⁵ That the VILLAGE, at its own expense, has the right to have a Cost-of-Service Study performed at any time and that the CITY agrees to provide all reasonable and relevant information appropriate for the Cost-of-Service Study to be performed. It is agreed that such Cost-of-Service Study performed by the VILLAGE is in no way binding upon the CITY but may be used in negotiations for rate-making purposes. Both parties agree to work together to resolve any Cost-of-Service Study differences to the mutual benefit of each other.

6. That in the event that Beaver Water District adjusts the cost of treated water purchased by the CITY, the CITY shall immediately adjust concurrently on the effective date the VILLAGE's BULK WATER RATE in the amount of the net adjustment of the treated water cost.

7. That the CITY and VILLAGE both covenant and agree that each will abide by all rules, regulations and specifications of the Arkansas Department of Health and Human Services (ADHHS) and the U.S. Environmental Protection Agency (USEPA) applicable to the protection and safety of public water supply systems.

8. The VILLAGE shall pay all costs, charges, and all expenses incidental to construction, maintenance and operation of its own water distribution system and all costs, fees and expenses that may be entailed or incurred in providing any mains or any other distribution facilities from the three respective metering sites of the CITY for the VILLAGE. In like manner, the CITY shall pay all costs, charges and all expenses incidental to construction, maintenance and operation of

its own water distribution system. The CITY and VILLAGE shall share all future capital costs that may be entailed or incurred in providing the infrastructure necessary to serve the VILLAGE. The VILLAGE'S share shall be 17.5 percent. The CITY shall invoice the VILLAGE directly for its share (17.5%) of future capital costs based on the actual costs incurred. Payment of these invoices shall be subject to the same payment provisions as stated in paragraph 13, but the CITY, at its sole discretion, may choose to offer to extend the repayment or determine other arrangements to the mutual benefit of the CITY and VILLAGE.

9. That the CITY shall use all reasonable diligence to provide and maintain an uninterrupted water service to the VILLAGE, but in case of cessation, deficiency, variation in pressure or any other failure or reversal of the service resulting from Acts of God, public enemies, strikes, riots, wars, repairs, orders of any court or any other act responsibly beyond the control of the CITY, the CITY shall not be held responsible to the VILLAGE or any other person for the damage either directly or indirectly resulting from such interruption or failure.

10 If interruptions in service to the VILLAGE become necessary due to repair, extension or rehabilitation of the system, the VILLAGE shall receive timely prior notice of such outage and when the event can be reasonably scheduled, written notice shall be not less than thirty (30) days prior to commencement of any such work.

Should the CITY be unable or unwilling to supply adequate water volume or if the water demand rate of the VILLAGE cannot be met, as defined by this Agreement in Part 1 until Year 2026 and thereafter the Max Day will be 5.25 MGD as defined in Part 2, the VILLAGE may obtain emergency or long term water service from any other source.

11. That the CITY hereby reserves the right to discontinue supplying water to the VILLAGE under this AGREEMENT without notice for any of the following reasons:

- a. Fraudulent misrepresentation as to the condition of the VILLAGE's distribution system as it relates to the protection and safety of the public water supply.
- b. For emergencies where damage to property, equipment or life are likely to occur.
- c. By order of the Arkansas Department of Health and Human Services or the U.S. Environmental Protection Agency.
- d. If any rules or regulations of the Arkansas Department of Health and Human Services or the U.S. Environmental Protection Agency relating to the safety and protection of the public water supply are being abused or violated, as determined by the regulating agency.
- e. For nonpayment as set forth in this agreement.

12. That metering equipment shall be tested annually for accuracy by an independent and duly qualified firm/agency retained by the CITY to ensure accuracy of measurement. The VILLAGE shall be notified at least three (3) days in advance of the time of such test and shall have the right to monitor such test. Each of said metering devices shall be within acceptable standards or shall be immediately repaired, refurbished or otherwise replaced with equivalent

quality metering devices to conform within acceptable standards as recommended and accepted by the American Water Works Association. All billable water volumes shall be corrected based upon the average of the as found and the as-restored test results. The CITY shall have full control of the metering equipment at all times and shall continue to be committed to incur the obligation to maintain those facilities and equipment annually to recommended standards of the American Water Works Association.

13. That the CITY shall read each meter on the first calendar day of each month and a statement rendered as hereinbefore provided. The invoice and payment schedules by the respective parties shall be in accordance with the following procedures. The bill shall be presented to the VILLAGE for payment within fifteen (15) calendar days of the reading date described above. The bill shall be due and payable by the due date, roughly twenty-one (21) days following the date of the bill for the prior month's water purchased. After the due date each month, a ten percent (10%) late penalty will be added to the bill to help defray the cost of handling and processing, and the CITY will provide prompt written notice of nonpayment to the VILLAGE by mail. If payment has not been received by the eighth (8th) day after the due date of bill, the water supply may be discontinued for nonpayment.

In the event the VILLAGE contests a billing by the CITY, the VILLAGE shall pay the full amount of the uncontested portion(s) in accordance with the above paragraph. In the event the VILLAGE is determined to owe any portion of the contested amount, the VILLAGE will pay the remainder amount within fifteen (15) days following resolution of the contested portion(s).

14. That the VILLAGE may have its representative read the master meters at the time of regular reading if so desired, or the VILLAGE may request that the meters be checked or re-read in order to verify its record, and the VILLAGE shall have the right to read said master meter(s) at any other time it deems such action is warranted. If, however, the meter(s) is/are removed for testing more frequently than one accuracy test per year per meter(s) at the request of VILLAGE, and the meter(s) is/are found to be within tolerances for accuracy as previously established in the AGREEMENT, the VILLAGE shall bear all reasonable costs for removal and testing connected therewith. Otherwise, the CITY will bear all costs for the test; volumetric usage during periods of absence of the master meter operation for testing purposes shall be based on the average daily and hourly volume for the corresponding month of the previous year proportioned for the actual hours the meter was out of service.

That the CITY will simultaneously furnish to the VILLAGE the meter data signal and information provided by the metering facility devices should the CITY automate or upgrade its master metering sites with system control and data acquisition (SCADA) information system(s) at no extra charge. In the absence of such facilities being available by the CITY, the CITY will permit the VILLAGE to furnish and install automated metering devices, approved by the CITY, for SCADA application by the VILLAGE at the VILLAGE's sole cost for installation.

15. That the VILLAGE covenants and agrees that in the event of no registration by the master meters, the CITY may render an average bill to the VILLAGE for that portion of the month in which the nonregulation occurred. The volumetric usage to be used for the average bill shall be calculated based on the actual daily and hourly-metered volumes of the previous three months proportioned for the actual hours the meter was out of service.

16. That the VILLAGE covenants and agrees that it will accept and participate to the extent of its authority in any program where water rationing may become necessary due to an emergency resulting from limited supply of water, failure of transportation system, pumping equipment, plant equipment, electrical facilities, or from any other source beyond the control of the CITY, provided that all retail and wholesale customers of the CITY are likewise required to follow like rationing guidelines.

17. This agreement shall remain in full force and effect for an initial period of ten (10) years from and after the effective date of this agreement and shall automatically renew for subsequent five (5) year periods thereafter. Any party wishing not to renew this agreement at the conclusion of the initial term, or any five-year term, thereafter, must submit a written notice of non-renewal at least twelve (12) months prior to the date that the agreement would otherwise be renewed. The party to whom a notice of non-renewal is submitted shall acknowledge receipt of the notice in writing within thirty (30) days of the date of the non-renewal notice. This agreement may be amended during any term only by written approval of both parties executed by the proper authority of the respective parties.

18. The parties agree to act in good faith and use due diligence in meeting their respective obligations under this agreement.

19. This agreement may be executed in counterparts, which together shall constitute a single agreement.

20. If at any time both parties are unable to resolve a dispute over the terms and conditions of this agreement, either party may request in writing that the matter be submitted for mediation. If both parties agree to mediation, they will select and agree on a mediator. The cost of mediation shall be equally shared and paid for by the CITY and the VILLAGE.

21. That this agreement and all of the provisions hereof shall be binding upon and ensure to the benefit of the parties hereto, their successors or assigns, and supersedes any other prior contract(s) for water purchase between the parties. Both parties agree and consent that neither this agreement nor any of the rights, interest, nor obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party excepts as herein provided.

22. All notices, request, demands and other communications under this agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following address:

If to the CITY:
City of Bentonville
1000 SW 14th Street
Bentonville, Arkansas 72712
ATTN: Legal Department

If to the VILLAGE:
Bella Vista Village POA
98 Clubhouse Drive
Bella Vista, Arkansas 72715
ATTN: President

23. That the effective date of this AGREEMENT shall be the ___ day of _____, 20__.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Bentonville, Benton County Arkansas, by authority of a resolution adopted by the City Council of the City of Bentonville, have hereto set their hands and caused the corporate seal to be hereunto affixed, and the President and Secretary of Bella Vista Village Property Owners Association, Benton County Arkansas have hereunto set their hands and seals, all of the date first about written.

CITY OF BENTONVILLE, ARKANSAS

ATTEST;

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk

BELLA VISTA VILLAGE PROPERTY
OWNERS ACCOCIATION

ATTEST;

Tom Judson, President

Jessica McCrary, Corporate Secretary

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE BELLA VISTA VILLAGE PROPERTY OWNER'S ASSOCIATION FOR THE SALE OF WATER; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Water Department would like to enter into an agreement with the Bella Vista Village Property Owner's Association for the sale of water to be served within their service area.

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with the Bella Vista Village Property Owner's Association for the sale of water to be served within their service area.

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK