



BENTONVILLE CITY COUNCIL AGENDA

Note – Due to health concerns related to COVID-19, some of all of the members of the City Council, as well as City staff members, may attend this meeting by phone or other remote means. Those who attend should observe the CDC recommendations concerning hygiene, the use of masks or other facial coverings, and social distancing (keeping at least 6 feet away from other persons present at the meeting). No one should attend this meeting if they are experiencing any type of illness involving a fever, sneezing or coughing, or shortness of breath. Those attending the meeting in person may be screened before being allowed to enter by having their temperature taken and by being asked a series of questions focusing on possible exposure to COVID-19. Those wishing to make public comments who cannot or do not want to attend the meeting may do so by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make “live” public comments orally in the event they cannot or do not feel comfortable attending the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

**Regular City Council Meeting
Bentonville Community Center
BCC Community Rooms**

**Tuesday, September 22, 2020 6:00 p.m.
1101 Southwest Citizens Circle**

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on September 22, 2020:**

https://us02web.zoom.us/webinar/register/WN_2ElNJva5Reu6alCC0Z-W1w

**Public Comments on Tonight’s Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight’s Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: September 8, 2020**

AGENDA

1. Informational presentation to provide an update on the progress of the Master Street Plan revisions. The Consultants, Garver Engineers, will present by zoom. (Pages 7-8)

2. Planning:

- 2a. **Ordinance accepting an easement plat of Lot 13 of Pickens Subdivision, Crystal Pickens, LLC, NE John DeShields Boulevard, R-3, Medium Density Residential and R-4, High Density Residential.** (Pages 12-15)

The Planning Commission voted 7-0, recommending approval.

An easement plat of Lot 13 Pickens Subdivision (+/-27.83 acres). The plat dedicates numerous public utility easements for public utilities that serve the approved Crystal Flats large scale development.

- 2b. **Ordinance accepting a property line adjustment of Lots 17-22, Block 14 and Lots 20-21, Block 15 of WA Burks Addition, Crowhow, LLC, Fillmore Street, R-1, Single Family Residential.** (Pages 16-21)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment creating Lots 17-22, Block 14 of W.A. Burks Addition, and Lots 20-21, Block 15 of W.A. Burks Addition. The plat dedicates additional utility easements along Fillmore Street and a 20-foot utility easement on Lots 17 and 18.

- 2c. **Ordinance accepting a property line adjustment of Lots 1-3 of Walmart Subdivision 4, Wal-Mart Stores, Inc., SE 14th Street and SE J Street, I-2, Heavy Industrial and C-2, General Commercial** (Pages 22-27)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 1, 3, and 4 of Wal-Mart Subdivision 1 that will create Lot 1 (+/-31.21 acres), Lot 2 (+/-23.35 acres), and Lot 3 (+/-16.98 acres) of Wal-Mart Subdivision 4. The plat dedicates additional right-of-way along SE J Street to meet the requirements of the Master Street Plan.

- 2d. **Ordinance changing real estate from A-1, Agricultural to R-1, Single Family Residential, Trenton and Sarah Harmon, 1730 SW Gator Boulevard.** (Pages 28-34)

The Planning Commission voted 7-0, recommending approval.

The request for single-family residential is not consistent with the Future Land Use Plan, which identifies this area as Residential Estate. Typically these areas include large detached single-family residential properties at least two acres in size. The developed residential subdivisions in this area consist of various sized

lots. The one remaining property that meets the RE status is directly east of the subject property at 1386 SW Gator Road.

The request for R-1, Single-Family Residential, is not consistent with the Residential Estate classification. Single-family is compatible with Residential Estate as a transition to higher density residential development. The request is consistent with the surrounding land uses that have already developed in the general area. Staff has reviewed this request and recommends approval.

- 2e. **Ordinance changing real estate from A-1, Agricultural to C-1, Neighborhood Commercial, Trenton and Sarah Harmon, 1730 SW Gator Boulevard.**

(Pages 35-40)

The Planning Commission voted 6-1, recommending approval.

The request for C-1, Neighborhood Commercial, is not consistent with the Future Land Use Plan, which depicts this land tract as Residential Estate. The purpose of the Neighborhood Commercial zoning district is to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. The applicant's narrative identifies childcare as a primary use of this property. 1200 feet to the southeast is another property, 1300 SW Liberty Ave, at 2.25 acres, zoned C-1, Neighborhood Commercial with a daycare as the primary use.

The subject area is predominantly single-family residential with four schools nearby. The closest collection of commercial uses and properties are at the intersection of SW Bright Road and SW Regional Airport Boulevard and Highway 112 and SW Regional Airport Boulevard. SW Gator Road is classified as a Collector on the city's Master Street Plan. Collectors are commonly located along neighborhood borders and collect traffic from residential areas and channel vehicles to major arterials. The Community Plan's residential goals include proximity to or integration within neighborhood development, resident-based services such as parks, trails, public facilities, and local commerce. The C-1 zoning classification is capable of providing goods and services to the surrounding area. Staff has reviewed this application and recommends approval.

- 2f. **Ordinance changing real estate from A-1, Agricultural to R-3, Medium Density Residential, James and Dana Stanley and Ora Veneda Stanley Estate, 1701 SW 14th Street.**

(Pages 41-44)

The Planning Commission voted 7-0, recommending approval.

According to the applicant's narrative, their intent is to rezone this property and incorporate it into the pending multi-family development to the east. The Planning Commission approved the rezoning request to the east at the July 21, 2020 Planning Commission meeting. The site is directly adjacent to SW 14th Street which is designated as an arterial roadway on the Master Street Plan. In addition, the related R-3 tract to the east includes a Collector roadway that is designated on the Master Street Plan. Single and two-family developments are not permitted direct access onto Collector nor Arterial roadways.

The site's direct adjacency to an Arterial roadway, an approved rezoning directly to the east, and the changing context of the SW 14th Street corridor all lend credence to an R-3 rezoning request. Staff recommends approval of the proposed rezoning.

3. Appeal to a Planning Commission decision for a rezoning request by Rainbow Homebuyers, LLC of land located at 202-204 SW E Street. A rezoning request from R-1, Single-Family Residential to DN-2, Downtown Medium-Density Residential. The Planning Commission voted 4-3 to recommend to the City Council that the petition be denied and that said property not be rezoned from its present classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential. **(Pages 45-58)**
4. A resolution to support the permanent installation of artwork titled "A Tribute to the Almost Forgotten Osage Prairie" by Jonathan Perrodin at Lake Bentonville Park. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals. The Parks and Recreation Advisory Board supports the installation. This is a budgeted item. Memo and proposal attached. **(Pages 59-62)**
- 5a. Bid award to the lowest bidder (Oleke Construction) in the amount of \$196,045.00 for IFB-20-57 for the remodel of the Community Development Building to provide additional office space on the 2nd floor and for repair of the roof. The bid amount includes the Base Bid of \$186,045.00. The City will also be adding a \$10,000.00 owners construction contingency to bring the total potential contract amount to \$196,045.00. See the attached memo, bid tabulation and bid submission forms for additional information. **(Pages 63-68)**
- 5b. Approval of a budget adjustment for the remodel of the Community Development Building to provide additional office space on the 2nd floor and for repair of the roof. The project cost is \$249,045.00, which includes \$186,045.00 for the low bid for renovations, \$10,000.00 owners construction contingency, \$54,000.00 previously approved budgeted funds for roof repair, and an estimated \$53,000.00 to budget for FF&E, signage, security cameras, A/V monitors, and non-construction contingency. **(Pages 69-70)**
6. Adopt resolution certifying the rate of taxation levied on real and personal property in the City of Bentonville. This resolution is required by the Quorum Court and County Clerk in order to facilitate the millage levy to be collected in 2021. **(Pages 71-74)**
7. Public hearing and ordinance vacating a Public Access Easement requested at 1714 SW 2nd Street. (VAC20-0022). **(Pages 75-78)**
8. Resolution setting a public hearing for October 13, 2020 for a Utility Easement Vacation requested for LOT 8 of Griffin Addition (VAC20-0012). **(Pages 79-82)**
9. Resolution setting a public hearing for October 13, 2020 for a Utility Easement Vacation requested for LOT 11 of Demings Addition (VAC20-0021). **(Pages 83-86)**

10. Resolution accepting Right-of-Way (ROW) from project # LS19-0019 - Lot 13 Development. This ROW dedication was required through the development process to increase the ROW width to the Master Street Plan requirements.
(Pages 87-94)
11. Appointment of Shane Stephens to a 4-year term on the Ozark Regional Transit Board of Directors. The term will expire in October of 2024. (Pages 95-98)
12. Appointment of Mark Slaughter to a 3-year term on the Airport Advisory Board. The term will expire in October 5, 2023.
(Pages 99-104)
13. Reappointment of Mike Frost to a 3-year term on the Airport Advisory Board. The term is his second term and will expire in October 5, 2023.
(Pages 105-108)
14. Resolution authorizing the Mayor and Clerk to enter into a real estate agreement for the sale of certain property.
(Pages 109-125)
- 15a. Change Order #1 City Council approval for the SE Taxiway Airport project.
(Pages 126-128)
- 15b. Budget Adjustment accepting funds awarded from FAA grant for the construction of the Airport's SE Taxiway Extension. This budget adjustment recognizes the grant to pay for the new contract amount in item 16a and Work Order #9 of the Garver Master Agreement.
(Pages 129-164)
16. Resolution authorizing the Mayor and City Clerk to enter into Addendum 3 to Master Development Agreement Global Home Office Project.
(Pages 165-171)
17. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Black Hills Energy Arkansas, Inc., for utility improvements and relocations related to the Town Vu Bridge Replacement project. The estimated cost provided within the agreement for the relocation of 220-ft of 4-in high pressure gas pipe is \$32,146.97.
(Pages 172-179)
18. Request for City Council to approve the IFB-20-55- Line Item #50 Bid Award to Anixter, according to the corrected Bid Tabulation attached. Council previously approved the Line Item #50 Bid Award to Wesco during the August 11, 2020 Council Meeting; however, post-award a mathematical error was identified in Staff's calculation of the Line Item #50 per unit prices in the Anixter and Wesco bid submissions, resulting in identification that Anixter submitted the low-bid for this Line Item. The corrected pricing calculation resulted in a \$995.54 increase in the price per unit from what was previously approved. There are no other changes or issues in the IFB-20-55 Bid Award.
(Pages 180-183)
19. Resolution to approve and adopt a new policy for the Bentonville Police Department. This new policy is designated as General Order 18, Body Worn Cameras. The policy directs officers and supervisors in the proper use and maintenance of body-worn cameras, as well as directing how video will be utilized as a quality control mechanism and as evidence. The policy submitted is based upon model policies made available to all Arkansas law enforcement agencies by the Arkansas Association of Chiefs of Police. These model policies were developed in partnership with numerous state agencies to include the Arkansas Municipal League and the Arkansas Attorney General's Office, as well as the Arkansas Commission on Law Enforcement Standards and Training. The policy, as

submitted, was formatted to fit our existing policy manual and also received review to ensure comparison to other local jurisdiction body-worn camera policies. See attached policy, General Order 18. **(Pages 184-191)**

20a. Council approval of Bid Award IFB-20-39, in the amount of \$95,492.00, to Multi-Craft Contractors to replace two failing pool heaters at the Bentonville Community Center. **(Pages 192-203)**

20b. Council approval of Budget Adjustment, in the amount of \$95,492.00, for replacement of pool heaters at the Bentonville Community Center. **(Pages 204-206)**



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	479-271-5964

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i> Informational presentation to provide an update on the progress of the Master Street Plan revisions. The Consultants, Garver Engineers, will present by zoom.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i> No funding required, just going to present information collected from the study.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



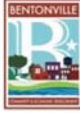
Memorandum

To: City Council, Mayor Orman
From: Dennis Birge, Transportation Director
Date: Monday, September 14, 2020
Re: Master Street Plan Progress Report



Council approved, by resolution at the 8-27-19 meeting, a Master Street Plan revision based on studies to be performed by Garver Engineers. Garver has been collecting data, having public meetings, meeting with the steering committee, prioritizing the data, and producing data driven locations/maps of potential improvements needed to accommodate future growth. We are now to a point in the study that we would like to have Garver present for approximately 20 minutes to give an update of the progress made and to give an estimated completion timeline.

Thank you and please do not hesitate to contact me with any questions or concerns at dbirge@bentonvillear.com or 479-271-5964.



City Council Agenda Items
For City Council Meeting of September 22, 2020
From the September 15, 2020 Planning Commission Meeting

- a. Ordinance accepting an easement plat of Lot 13 of Pickens Subdivision, Crystal Pickens, LLC, NE John DeShields Boulevard, R-3, Medium Density Residential and R-4, High Density Residential.**

The Planning Commission voted 7-0, recommending approval.

An easement plat of Lot 13 Pickens Subdivision (+/-27.83 acres). The plat dedicates numerous public utility easements for public utilities that serve the approved Crystal Flats large scale development.

- b. Ordinance accepting a property line adjustment of Lots 17-22, Block 14 and Lots 20-21, Block 15 of WA Burks Addition, Crowhow, LLC, Fillmore Street, R-1, Single Family Residential.**

The Planning Commission voted 7-0, recommending approval.

A property line adjustment creating Lots 17-22, Block 14 of W.A. Burks Addition, and Lots 20-21, Block 15 of W.A. Burks Addition. The plat dedicates additional utility easements along Fillmore Street and a 20-foot utility easement on Lots 17 and 18.

- c. Ordinance accepting a property line adjustment of Lots 1-3 of Walmart Subdivision 4, Wal-Mart Stores, Inc., SE 14th Street and SE J Street, I-2, Heavy Industrial and C-2, General Commercial**

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 1, 3, and 4 of Wal-Mart Subdivision 1 that will create Lot 1 (+/-31.21 acres), Lot 2 (+/-23.35 acres), and Lot 3 (+/-16.98 acres) of Wal-Mart Subdivision 4. The plat dedicates additional right-of-way along SE J Street to meet the requirements of the Master Street Plan.

- d. Ordinance changing real estate from A-1, Agricultural to R-1, Single Family Residential, Trenton and Sarah Harmon, 1730 SW Gator Boulevard.**

The Planning Commission voted 7-0, recommending approval.

The request for single-family residential is not consistent with the Future Land Use Plan, which identifies this area as Residential Estate. Typically these areas include large detached single-family residential properties at least two acres in size. The developed residential subdivisions in this area consist of various sized lots. The one remaining property that meets the RE status is directly east of the subject property at 1386 SW Gator Road.

The request for R-1, Single-Family Residential, is not consistent with the Residential Estate classification. Single-family is compatible with Residential Estate as a transition to higher density residential development. The request is consistent with the surrounding land uses that have already developed in the general area. Staff has reviewed this request and recommends approval.

e. Ordinance changing real estate from A-1, Agricultural to C-1, Neighborhood Commercial, Trenton and Sarah Harmon, 1730 SW Gator Boulevard.

The Planning Commission voted 6-1, recommending approval.

The request for C-1, Neighborhood Commercial, is not consistent with the Future Land Use Plan, which depicts this land tract as Residential Estate. The purpose of the Neighborhood Commercial zoning district is to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. The applicant's narrative identifies childcare as a primary use of this property. 1200 feet to the southeast is another property, 1300 SW Liberty Ave, at 2.25 acres, zoned C-1, Neighborhood Commercial with a daycare as the primary use.

The subject area is predominantly single-family residential with four schools nearby. The closest collection of commercial uses and properties are at the intersection of SW Bright Road and SW Regional Airport Boulevard and Highway 112 and SW Regional Airport Boulevard. SW Gator Road is classified as a Collector on the city's Master Street Plan. Collectors are commonly located along neighborhood borders and collect traffic from residential areas and channel vehicles to major arterials. The Community Plan's residential goals include proximity to or integration within neighborhood development, resident-based services such as parks, trails, public facilities, and local commerce. The C-1 zoning classification is capable of providing goods and services to the surrounding area. Staff has reviewed this application and recommends approval.

f. Ordinance changing real estate from A-1, Agricultural to R-3, Medium Density Residential, James and Dana Stanley and Ora Veneda Stanley Estate, 1701 SW 14th Street.

The Planning Commission voted 7-0, recommending approval.

According to the applicant's narrative, their intent is to rezone this property and incorporate it into the pending multi-family development to the east. The Planning Commission approved the rezoning request to the east at the July 21, 2020 Planning Commission meeting. The site is directly adjacent to SW 14th Street which is designated as an arterial roadway on the Master Street Plan. In addition, the related R-3 tract to the east includes a Collector roadway that is designated on the Master Street Plan. Single and two-family developments are not permitted direct access onto Collector nor Arterial roadways.

The site's direct adjacency to an Arterial roadway, an approved rezoning directly to the east, and the changing context of the SW 14th Street corridor all lend credence to an R-3 rezoning request. Staff recommends approval of the proposed rezoning.



Consent Agenda Items

For Planning Commission meeting of September 15, 2020

Reviewer: Tyler Overstreet, AICP, Senior Planner

- ❖ At the Technical Review meeting held on September 8, 2020 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Easement Plat: Lot 13 of Pickens Subdivision, NE John DeShields Boulevard, C-3, Mixed-Use Commercial, R-3, Medium-Density Residential, and R-4, High-Density Residential, PLA20-0046

An easement plat of Lot 13 Pickens Subdivision (+/-27.83 acres). The plat dedicates numerous public utility easements for public utilities that serve the approved Crystal Flats large scale development.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)

Property Line Adjustment: Lots 17-22, Block 14 & Lots 20-21, Block 15 of W.A. Burks Addition, Fillmore Street, R-1, Single-Family Residential, PLA20-0036

A property line adjustment creating Lots 17-22, Block 14 of W.A. Burks Addition, and Lots 20-21, Block 15 of W.A. Burks Addition. The plat dedicates additional utility easements along Fillmore Street and a 20-foot utility easement on Lots 17 and 18.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)

Property Line Adjustment: Lots 1, 2, and 3 of Wal-Mart Subdivision 4, SE 14th Street & SE J Street, I-2, Heavy Industrial and C-2, General Commercial, PLA20-0045

A property line adjustment of Lots 1, 3, and 4 of Wal-Mart Subdivision 1 that will create Lot 1 (+/-31.21 acres), Lot 2 (+/-23.35 acres), and Lot 3 (+/-16.98 acres) of Wal-Mart Subdivision 4. The plat dedicates additional right-of-way along SE J Street to meet the requirements of the Master Street Plan.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AN EASEMENT PLAT OF LOT 13 OF
PICKENS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: PLA20-0046).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the easement plat of Lot 13 of Pickens Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on September 15, 2020; and,

WHEREAS, said easement plat is attached hereto as Exhibit "A"; and,

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

WHEREAS, the easement plat 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 easement plat should be approved.

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

Section 1: That the easement plat of Lot 13 of Pickens 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 easement plat by certifying said acceptance on the approved easement plat.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk



CLIENT:
Driflow, LLC Anytown
224 SE 2nd St., Ste. 100
Gainesville, Arkansas
(479) 211-5273
[my.howard@driflow.com]

[illegible]

BY GRAPHICAL PLOTTING ONLY)

[illegible]

BY GRAPHICAL PLOTTING ONLY)

SAND CREEK
 10000 Sand Creek Rd - Box 1000
 Northridge, Arkansas 72861-0000

City of Bentonville
Project No.: PLA20-0036

SHEET: 1 OF 5



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 17-22, BLOCK 14 AND LOTS 20-21, BLOCK 15 OF WA BURKS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA20-0036).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 17-22, Block 14 and Lots 20-21, Block 15 of WA Burks Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on September 15, 2020; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

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 Lots 17-22, Block 14 and Lots 20-21, Block 15 of WA Burks 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.

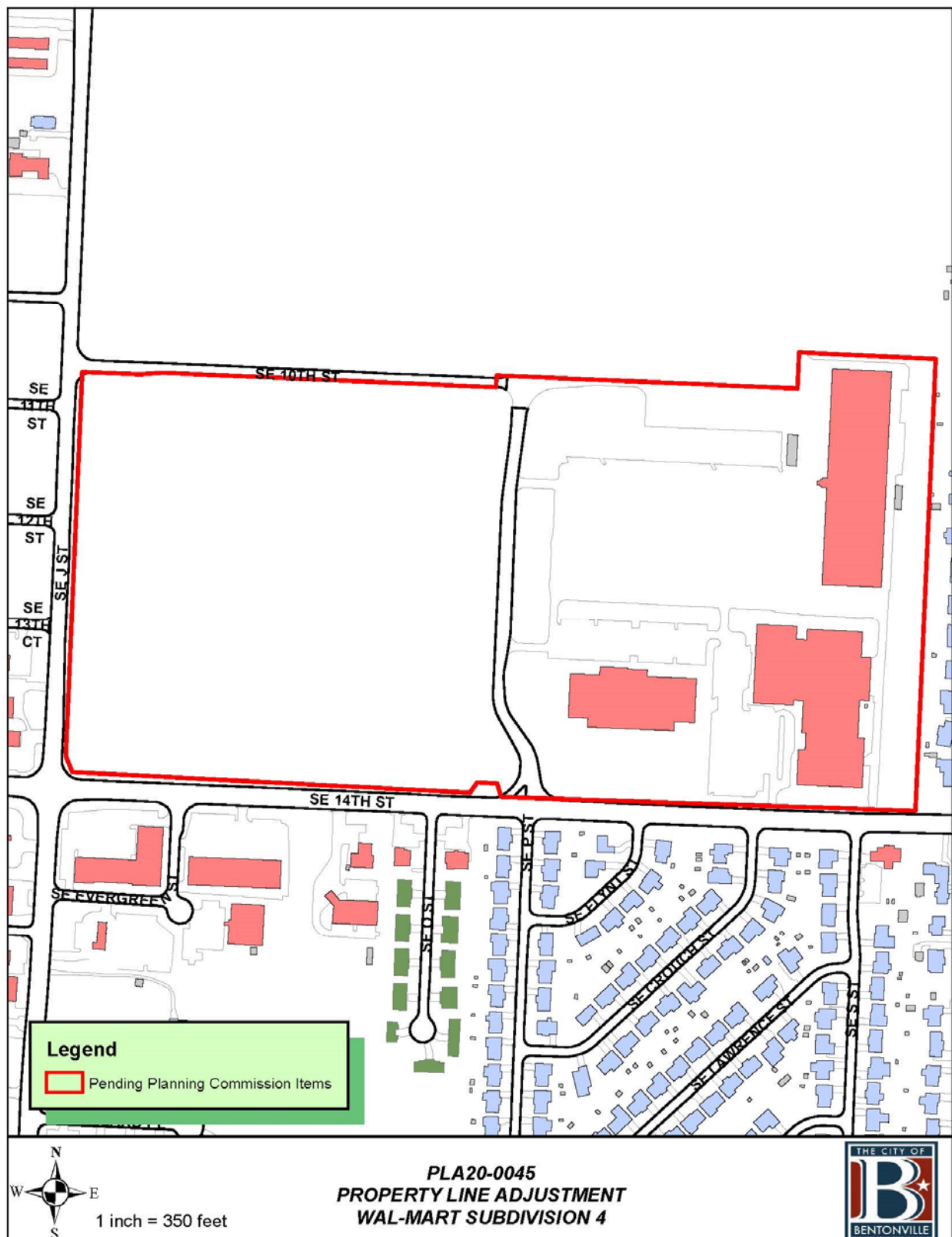
PASSED AND APPROVED this _____ day of _____, 2020.

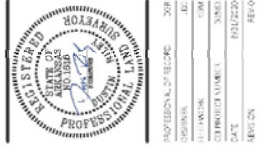
APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk





PROJECT NO.	DATE	REV
DESCRIPTION	DATE	REV
DESIGNER	DATE	REV
CHECKER	DATE	REV
APPROVER	DATE	REV

Overview

Wal-Mart Stores, Inc.
South CUP
Bentonville, Benton County, Arkansas



DATE	DESCRIPTION
02/01/2020	
DATE	REMARKS
02/01/2020	RECEIVED
DATE	REMARKS

West Lot

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
1-3 OF WALMART SUBDIVISION 4 TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA20-0045).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 1-3 of Walmart Subdivision 4 of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on September 15, 2020; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

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 Lots 1-3 of Walmart Subdivision 4 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.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk

REZONING STAFF REPORT



Harmon

1730 SW Gator Boulevard

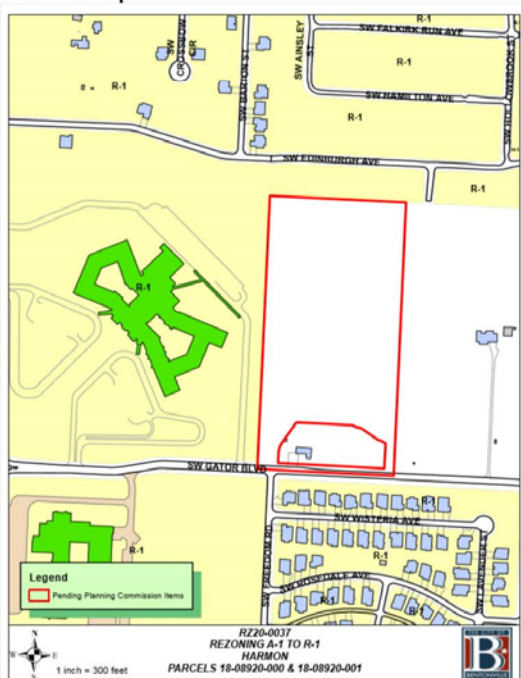
PC Date: 9/15/2020

Reviewer: Brian Bahr, Planning Services Manager

Project Number	RZ20-0037
Applicant / Current Owner	Gator District, LLC
Site Area	18 +/- acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Residential Estates (RE)

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

Location Map



Property Description

This property is located off SW Gator Boulevard and is zoned A-1, Agricultural. Surrounding properties to the north, east, west, and south are zoned R-1 Single Family Residential.

Relationship to the Bentonville Community Plan

This area falls within Priority Area 2-Infill. There are approximately 1,000 acres of vacant or agricultural land within Bentonville's already developed areas. These areas represent an opportunity to capitalize on existing infrastructure and services and support new development that aligns with existing uses and is compatible with the surrounding area's character. Infill occurs when more extensive tracts of land are subdivided into smaller single-family residential lots, surrounded by existing neighborhoods. The existing neighborhoods are in good condition, and housing styles and design will not change in the near term.

Public Comment

The staff has received public comments on this zoning request.

Analysis

The request for single-family residential is not consistent with the Future Land Use Plan, which identifies this area as Residential Estate. Typically these areas include large detached single-family residential properties at least two acres in size. The developed residential subdivisions in this area consist of various sized lots. The one remaining property that meets the RE status is directly east of the subject property at 1386 SW Gator Road.

Conclusion

The request for R-1, Single-Family Residential, is not consistent with the Residential Estate classification. Single-family is compatible with Residential Estate as a transition to higher density residential development. The request is consistent with the surrounding land uses that have already developed in the general area. Staff has reviewed this request and recommends approval.



901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

August 10, 2020

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning of Property for Gator District, LLC
CTA Job #20107600

Staff,

On behalf of our clients we would like to formally request a zoning change for parcels 18-08920-000 and 18-08920-001 from A-1, Agricultural to a mix of R-1, Single-Family Residential, and C-1, Residential Commercial District. Trenton and Sarah Harmon currently own the properties and they are under contract to sell the two parcels to Gator District, LLC for the development of a residential subdivision and potential childcare use on the commercial piece.

The site is currently in the process of being annexed into the City of Bentonville and will default to A-1 zoning. Under that zoning, the proposed uses are not allowed and this has prompted the request. This property is near the intersection of SW Gator Blvd and Hwy 112. Single-family neighborhoods as well as some schools surround the site. One of the properties slightly south is zoned C-1 with a similar child/daycare use. Water and sewer are both readily available through the neighboring subdivision to the north and along Gator Blvd on the south.

Per the city's land use plan, these parcels are intended to be residential and, therefore, the proposed uses will conform nicely to the surrounding developments and offer a needed infill project for the city's infrastructure. Should you have any questions, please contact us at your convenience.

Thank you,



Taylor Lindley, P.E.

www.craftontull.com

NOTICE OF INTENT TO REZONE

Gator District, LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from A-1- Agriculture to R-1 Single Family Residential and C-1 Residential Commercial District.

The legal description of the property is as follows:

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The common description of the property is: Intersection of SW Gator Blvd and HWY 112

Proposed Land Use: Single family residential subdivision (R-1) and a child care facility (C-1).

The public hearing will be held September 15, 20 20 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

For more information you may call the Planning Department at (479)271-3122 Extension 2.

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

☒ I/We have no objections to the rezoning

☒ I/We object to the rezoning because:

1) Increased traffic in gator blvd intersection & school zones to be considered. 2) The backside of property close to Edinburgh has huge & old trees that are habitat to a lot of birds. Their natural home should not be disturbed.


Signature

NIDHIN NAIR & SUBARNA CHANDRAN

Printed Name

Physical Address

3) The future plan for land is residential estate and is now trying to get zoned for R1 which are a min of .13+ acres.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-1, SINGLE FAMILY RESIDENTIAL (PROJECT NUMBER: RZ20-0037).

WHEREAS, Trenton and Sarah Harmon duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-1, Single Family Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

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WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 15, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to R-1, Single Family 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 A-1, Agricultural to R-1, Single Family Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk

REZONING STAFF REPORT



Harmon

1730 SW Gator Boulevard

PC Date: 9/15/2020

Reviewer: Brian Bahr, Planning Services Manager

Project Number	RZ20-0039
Applicant / Current Owner	Gator District, LLC
Site Area	2.10 +/- acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-1, Neighborhood Commercial
Future Land Use Map Designation	Residential Estates (RE)

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

Location Map



Property Description

This property is located off SW Gator Boulevard and is zoned A-1, Agricultural. Surrounding properties to the north, east, and west are zoned A-1, Agricultural. The property to the south is zoned R-1, Single Family Residential. In the larger area, properties are R-1, Single Family Residential to the north, east, and west.

Relationship to the Bentonville Community Plan

This area falls within Priority Area 2-Infill. There are approximately 1,000 acres of vacant or agricultural land within Bentonville's already developed areas. These areas represent an opportunity to capitalize on existing infrastructure and services and support new development that aligns with existing uses and is compatible with the surrounding area's character.

Public Comment

Staff has received public comment on this zoning request.

Analysis

The request for C-1, Neighborhood Commercial, is not consistent with the Future Land Use Plan, which depicts this land tract as Residential Estate. The purpose of infill development is to take advantage of the existing infrastructure installed with past development. The purpose of the Neighborhood Commercial zoning district is to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. The applicant's narrative identifies childcare as a primary use of this property. 1200 feet to the southeast is another property, 1300 SW Liberty Ave, at 2.25 acres, zoned C-1, Neighborhood Commercial with a daycare as the primary use.

Conclusion

The subject area is predominantly single-family residential with four schools nearby. The closest collection of commercial uses and properties are at the intersection of SW Bright Road and SW Regional Airport Boulevard and Highway 112 and SW Regional Airport Boulevard. SW Gator Road is classified as a Collector on the city's Master Street Plan. Collectors are commonly located along neighborhood borders and collect traffic from residential areas and channel vehicles to major arterials. The Community Plan's residential goals include proximity to or integration within neighborhood development, resident-based services such as parks, trails, public facilities, and local commerce. The C-1 zoning classification is capable of providing goods and services to the surrounding area. Staff has reviewed this application and recommends approval.



901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

August 10, 2020

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning of Property for Gator District, LLC
CTA Job #20107600

Staff,

On behalf of our clients we would like to formally request a zoning change for parcels 18-08920-000 and 18-08920-001 from A-1, Agricultural to a mix of R-1, Single-Family Residential, and C-1, Residential Commercial District. Trenton and Sarah Harmon currently own the properties and they are under contract to sell the two parcels to Gator District, LLC for the development of a residential subdivision and potential childcare use on the commercial piece.

The site is currently in the process of being annexed into the City of Bentonville and will default to A-1 zoning. Under that zoning, the proposed uses are not allowed and this has prompted the request. This property is near the intersection of SW Gator Blvd and Hwy 112. Single-family neighborhoods as well as some schools surround the site. One of the properties slightly south is zoned C-1 with a similar child/daycare use. Water and sewer are both readily available through the neighboring subdivision to the north and along Gator Blvd on the south.

Per the city's land use plan, these parcels are intended to be residential and, therefore, the proposed uses will conform nicely to the surrounding developments and offer a needed infill project for the city's infrastructure. Should you have any questions, please contact us at your convenience.

Thank you,


Taylor Lindley, P.E.

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The common description of the property is: Intersection of SW Gator Blvd and HWY 112

Proposed Land Use: Single family residential subdivision (R-1) and a child care facility (C-1).

The public hearing will be held September 15, 20 20 at 5:00 p.m. It will be held at 305 SW A Street.

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

1. Attend the public hearing and express your views.
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For more information you may call the Planning Department at (479)271-3122 Extension 2.

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

☒ I/We have no objections to the rezoning

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1) Increased traffic in gator blvd intersection & school zones to be considered. 2) The backside of property close to Edinburgh has huge & old trees that are habitat to a lot of birds. Their natural home should not be disturbed.


Signature

NIDHIN NAIR & SUBARNA CHANDRAN

Printed Name

Physical Address

3) The future plan for land is residential estate and is now trying to get zoned for R1 which are a min of .13+ acres.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-1, NEIGHBORHOOD COMMERCIAL (PROJECT NUMBER: RZ20-0039).

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PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

City Clerk

REZONING STAFF REPORT



Stanley

1701 SW 14th Street

PC Date: 9/15/2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

Project Number	RZ20-0038
Applicant / Current Owner	G&I Properties, LLC
Site Area	+/- 2.12 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	R-3, Medium Density Residential
Future Land Use Map Designation	Commercial (C)

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

Location Map



Property Description

This property is located on SW 14th Street, east of Lindy Lane and west of SW Susana Street. The Future Land Use Plan currently depicts the property as General Commercial. Adjacent zonings are A-1, Agricultural to the north and south, R-3, Medium-Density Residential to the east, and R-1, Single-Family Residential to the west.

Relationship to the Bentonville Community Plan

General Commercial areas typically include uses that serve nearby residents and those coming from other areas of the city or region. Mixed-use developments are encouraged. Future land use classifications to the north, south and west are General Commercial, and High-Density Residential to the east, suggesting a mix of uses and zoning districts as the area continues to develop.

The Land Use and Strategic Growth chapter of the Bentonville Community Plan depicts this property within the Infill Priority Area. The plan states that urban infill opportunity sites can be used to accommodate Bentonville's projected growth over the next 20 years.

Public Comment

Staff has not received public comment regarding this request.

Analysis

According to the applicant's narrative, their intent is to rezone this property and incorporate it into the pending multi-family development to the east. The Planning Commission approved the rezoning request to the east at the July 21, 2020 Planning Commission meeting.

The site is directly adjacent to SW 14th Street which is designated as an arterial roadway on the Master Street Plan. In addition, the related R-3 tract to the east includes a Collector roadway that is designated on the Master Street Plan. Single and two-family developments are not permitted direct access onto Collector nor Arterial roadways.

Conclusion

The site's direct adjacency to an Arterial roadway, an approved rezoning directly to the east, and the changing context of the SW 14th Street corridor all lend credence to a R-3 rezoning request.

Staff recommends approval of the proposed rezoning.



August 10, 2020

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

**Re: 1701 and 1703 SW 14th Street
Bentonville, AR 72712
Rezoning Request**

We are representing a request by Ora, James, and Dana Stanley to rezone property on the south side of SW 14th Street, just southwest of the Benton County Jail. This property currently has two homes located on the property along with pasture and tree coverage. The owner would like to sell the 2-acre property to G&I Properties to the east and will be included as part of the multi-family development this is currently in the design process on the neighboring property. Please find below the narrative addressing the required items under the Rezoning Request Checklist.

1. The property is currently zoned A-1, Agricultural District. The proposed zoning is R-3, Medium Density Residential.
2. The R-3 zone will allow the construction of a Multi-Family Development.
3. The anticipated Multi-Family Development will be consistent with the Future Land Use Map. The development will be similar to other multi-family developments along SW 14th St to the west.
4. The property will have direct access to Hwy 102 (SW 14th St).
5. Signage is anticipated for the overall development but will meet all city sign ordinances.
6. The appearance of the development is not known at this time. The development will follow the Bentonville Design Standards.
7. There is an 8" gravity sanitary sewer line located on the north side of this property. There is a 12" water line across SW 14th St to the north as well as an 8" water line to the east.

Sincerely,
Morrison Shipley Engineers, Inc.

Patrick Foy, P.E.
Project Manager

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-3, MEDIUM DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0038).

WHEREAS, James and Dana Stanley and Ora Veneda Stanley Estate duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-3, Medium Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

TRACT 2B A PART OF THE FRACTIONAL NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 1, T-19-N, R-31-W, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SW CORNER OF SAID FRACTIONAL NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ SECTION 1, THENCE N $00^{\circ}06'$ E, 1191.70 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY 102, THENCE S $89^{\circ}24'$ E 409.00 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY S $89^{\circ}24'$ E 207.80 FEET, THENCE S $00^{\circ}25'$ W 372.60 FEET, THENCE N $89^{\circ}24'$ W 230.80 FEET, THENCE N $00^{\circ}25'$ E 232.60 FEET, THENCE S $89^{\circ}24'$ E 23.00 FEET, THENCE N $00^{\circ}25'$ E 140.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.90 ACRES MORE OR LESS. SUBJECT TO A 20 FEET WIDE UTILITY AND DRIVE EASEMENT ON THE EAST SIDE THEREOF. TRACT 2CA PART OF THE FRACTIONAL NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 1, T-19-N, R-31-W, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SW CORNER OF SAID FRACTIONAL NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, SECTION 1, THENCE S $88^{\circ}51'E$ 615.20 FEET, THENCE N $00^{\circ}25'E$ 825.00 FEET TO THE POINT OF BEGINNING; THENCE N $89^{\circ}24'W$ 150.00 FEET, THENCE N $00^{\circ}25'E$ 150.00 FEET, THENCE S $89^{\circ}24'$ E 150.00 FEET, THENCE S $00^{\circ}25'W$ 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.52 ACRES MORE OR LESS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 15, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to R-3, Medium Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to R-3, Medium Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

City Clerk



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Planning
Submitted by	Ellen Norvell
Phone	(479) 271-5993

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Appeal to a Planning Commission decision for a rezoning request by Rainbow Homebuyers, LLC of land located at 202-204 SW E Street. A rezoning request from R-1, Single-Family Residential to DN-2, Downtown Medium-Density Residential. The Planning Commission voted 4-3 to recommend to the City Council that the petition be denied and that said property not be rezoned from its present classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.					

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



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



September 7, 2020

City of Bentonville City Council
117 W. Central Ave.
Bentonville, AR 72712

**APPEAL ON PLANNING COMMISSION DENIAL FOR RAINBOW HOMEBUYERS LLC
REQUEST FOR REZONING FROM R-1 TO DN-2
ADDRESS: 202-204 SW E STREET (DUPLEX)
BENTONVILLE, AR 72712**

To the Bentonville City Council,

My name is Pam Underwood and I, along with Karen Wilson are the applicants and property owners representing Rainbow Homebuyers LLC. We respectfully request this appeal be considered in the decision of the City Planning Commission's vote at the August 18, 2020 meeting regarding a request for our property to be rezoned from R-1 Single Family Residential to DN-2 Downtown Medium-Density Residential.

The property, 202-204 SW E ST, is presently an existing non-conforming use. It is a duplex in the R-1, Single Family Residential classification. We asked that the zoning be changed to DN-2 to reflect the current property use and reflect the City of Bentonville's Future Land Use Plan and the Community Plan. The board voted 4-3 against rezoning. This decision does not reflect the City Planning Department recommendation to rezone to DN-2.

We attended the Planning Commission Technical Review Session through Zoom on August 11 and the August 18th City Planning Commission meeting, in person. We contend that there was confusion between the Planning Staff and Planning Review Board members regarding development goals and that we were denied due process.

The City Planning Staff member, Mr. Overstreet, indicated department support for the rezoning in the Staff Report stating, "The Bentonville Community Plans Strategic Growth, Priority One, Downtown Intensification, Chapter 5, Neighborhoods and Housing, and the Future Land Use Map support this zoning request. Staff has reviewed this application and recommends approval."

During the Planning Commission meeting, Mr. Sanders, of the Planning Commission Review Board, stated that the Board had voted to keep SW E (our street), NW C, NW B, NE 2nd, SE C, and North Main DN-1. Mr. Sanders went on to say that Planning Department's recommendation of approval of the rezone request to DN-2 was not consistent with the Review Board decision to zone the property DN-1. We, along with Ellen Norvell Planning and Building Services Director, asked for records of the Review Board meeting regarding this DN-1 zoning decision and meeting notes cannot be produced. There is a discrepancy between the Future Land Use Plan as approved by the City Council putting our property in

DN-2 zoning and what was stated by Mr. Sanders as it relates to a Board decision (that cannot be documented) zoning the property DN-1.

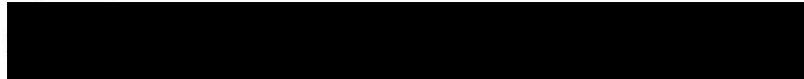
Additionally, we were denied the opportunity to support the rezoning request at both meetings. The public was allowed comment, but we were not invited to speak by the Review Board at either meeting to rebut or defend the comments and rezone request. They denied us the opportunity to present information for their consideration.

We believe the public health, safety, welfare and morals would be better served if the Planning Commission's vote were reversed allowing the rezoning request for our property because:

- Rezoning our property to DN-2 is consistent with the Land Use Plan and the Community Plan.
- Rezoning our property to DN-2 reflects the current use.
- The end of block location of our property is an ideal location for future redevelopment.
- Rezoning will not have a significant increase to density since the current use is a duplex.
- Rezoning will have no impact on building height of future redevelopment as R-1, DN-1, and DN-2 are all 36 feet (3 stories).
- The Planning Staff continue to support rezoning our property to DN-2 since the August 18 meeting.

We appreciate your consideration in this matter, and if you have any questions or concerns, please do not hesitate to contact us.

Respectfully submitted,



Pamela K. Underwood
Applicant/Owner
(479) 640-2211
pamunderwood500@gmail.com
Rainbow Homebuyers, LLC

Karen Wilson
Applicant/Owner
(479) 236-5476
kwil5405@gmail.com
Rainbow Homebuyers, LLC

ATTACHMENTS

Attachment 1-Application Narrative
Attachment 2-Vicinity Map Aerial
Attachment 3-GIS Vicinity Map Zoning
Attachment 4-Future Land Use Map
Attachment 5-RZ20-0030 Rainbow Homebuyers, LLC
Attachment 6-Subarea Plans page 138
Attachment 7-Photos

July 5, 2020

City of Bentonville
Planning Dept
305 SW "A" Street
Bentonville, AR 72712

RE: 202-204 SW "E" Street Rezoning Request Narrative
R-1 Current - DN-2 Requested

Dear Planning Commission:

Please accept this letter as a part of our application packet for a change in zoning designation for the address known as 202-204 SW E Street. Rainbow Homebuyers LLC is the owner of the property and the managing members are myself, Pamela Underwood and Karen Wilson. The county parcel number is 01-01693-000. As managing members, we are requesting a change in zoning from R-1, Single Family Residential to DN-2, Downtown Medium Density Residential. The property is 15,675 SF (.36 acre). This duplex property borders three streets - SW "E", SW 2nd Street and Glover Street. The frontage on SW "E" and Glover Street is 100 feet and the frontage on SW 2nd Street is 156.75' per deed book "L" at page 166. We purchased the property in 2007 and the property is not currently listed for sale. Its past and present use is a duplex rental which is an existing, non conforming use.

The zoning request is being proposed to allow for flexibility in future redevelopment of the subject tract to allow for attached homes or potentially a replat into two single family lots. All necessary utilities for the redevelopment are on the subject tract and could serve the new development. An 8 inch main water line is on the east side of Glover (near our property line) and an 8 inch sewer line is under the west side of Glover Street. The 4 inch water line that services our duplex is under the middle of SW "E" Street. The 8 inch sewer line that services our duplex is under the middle of SW 2nd Street. Additionally there is an 8" sewer line under SW "E" Street. Natural Gas runs along our side of SW 2nd Street. There is an abundance of utilities surrounding this site.

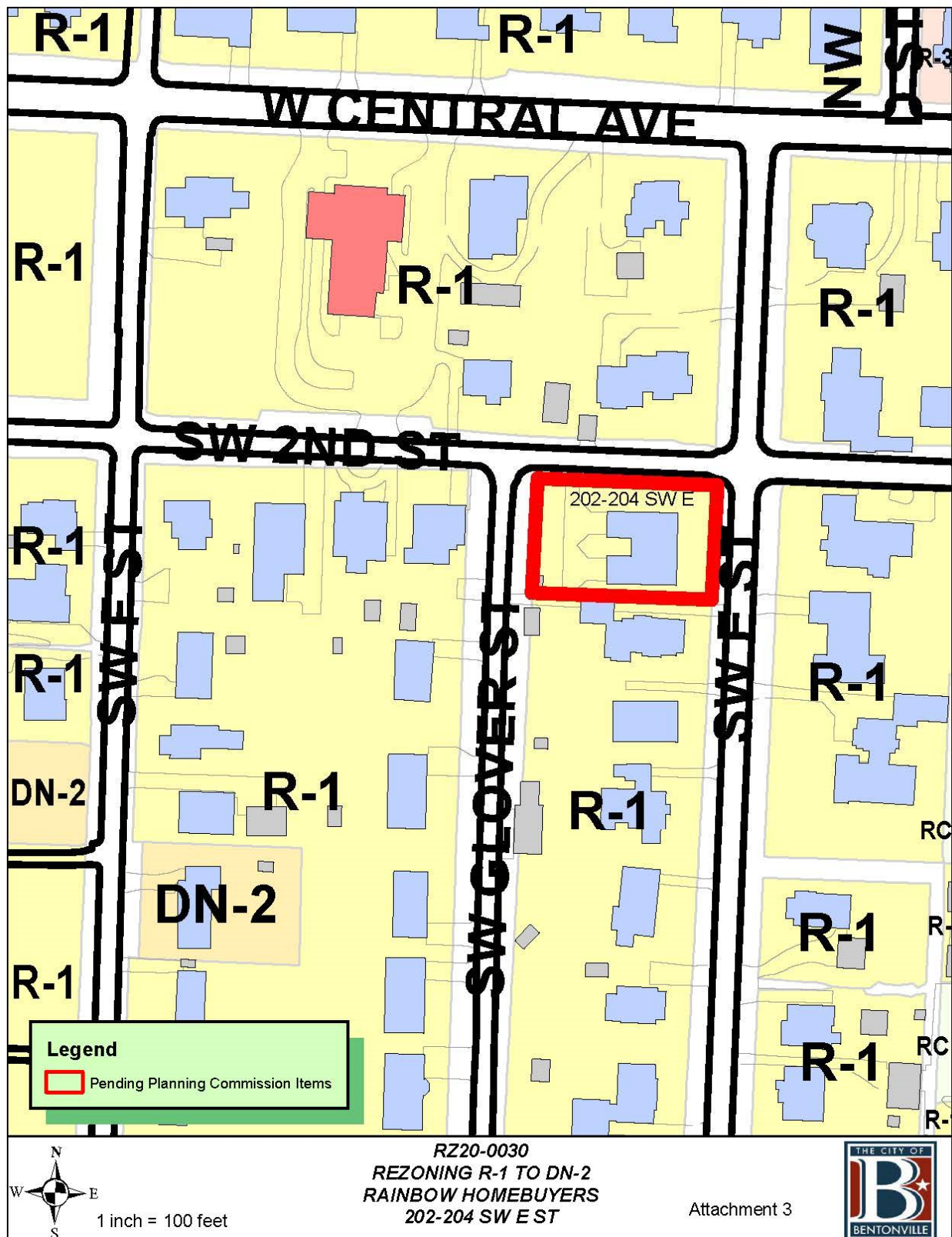
A majority of the properties in the immediate vicinity are zoned R-1 on SW "E" Street, Glover and SW 2nd. There are a few RC-2 zoned lots on SW "D" and SW "F" Streets. The Callison Lough Funeral Home located diagonal from our tract is zoned R-1. SW 2nd street is adjacent to the subject tract and is frequently traveled from Walton Blvd to SW "A" in lieu of W. Central Avenue. Both SW "E" and Glover Streets lead to the Walmart Home Office. Traffic generated by future development will have little effect due to the existing high traffic street - SW 2nd Street. Redevelopment on SW "E" between SW 2nd and SW 4th has been at a slower pace. Beyond the 400 block of SW "E" redevelopment has been occurring at a faster pace.

The current zoning, R-1 has limited redevelopment opportunities. Any redevelopment project would be in keeping with the surrounding neighborhood appearances and current city requirements. Thank you for your time and consideration in this matter.

Respectfully submitted,

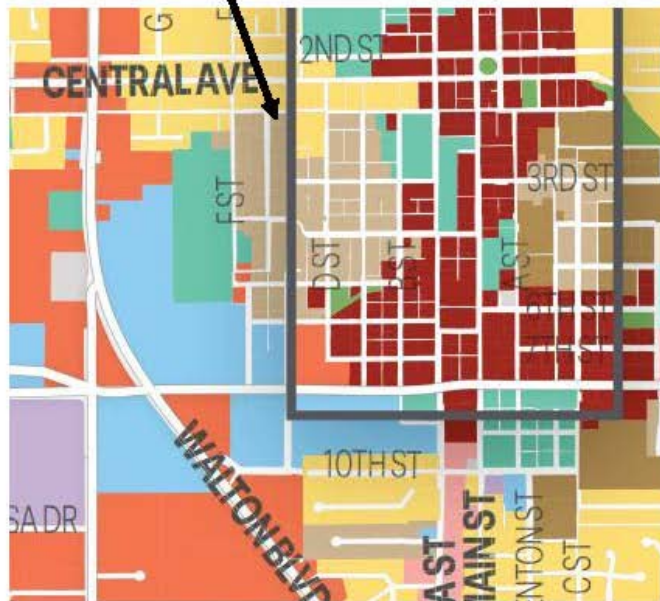

Pamela Underwood, managing member
Rainbow Homebuyers LLC

Attachment 1



Bentonville Future Land Use Map

202-204 SW E Street Designated as Medium-Density Residential



Map Key

Bentonville's Municipal Boundary	Downtown Commercial
Planning Area	Office
Agriculture	Public / Semi-Public
Residential Estate	Light Industrial
Low-Density Residential	Heavy Industrial
Medium-Density Residential	Parks
High-Density Residential	Open Space
Mixed-Use Commercial	Utility / Transportation
General Commercial	

Attachment 4

REZONING STAFF REPORT



Rainbow Homebuyers, LLC

202-204 SW E Street

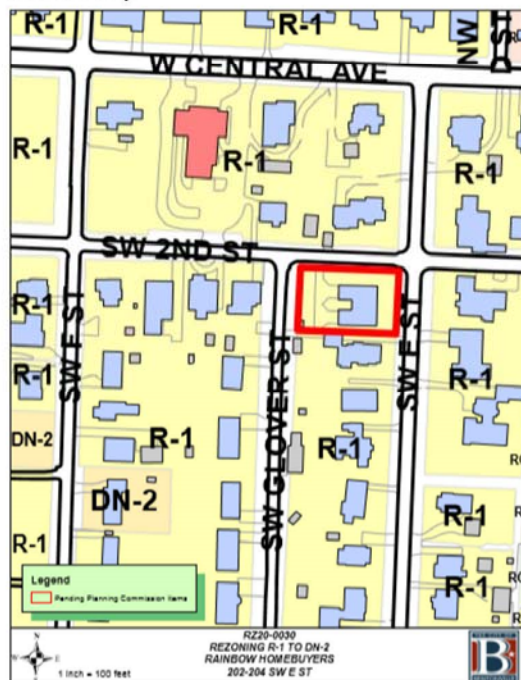
PC Date: 8/18/2020

Reviewer: Brian Bahr, Planning Services Manager

Project Number	RZ20-0030
Applicant / Current Owner	Pamela Underwood
Site Area	+/- 0.36 Acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

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

Location Map



Property Description

This property is located at 202-204 SW E Street and is currently zoned R-1, Single Family Residential. Adjacent zonings are R-1, Single Family Residential to the north, east, west, and south.

Relationship to the Bentonville Community Plan

The Future Land Use Plan for this area is Medium Density Residential. Within the Bentonville Community Plan, this area falls in Priority Area 1, Downtown Intensification, which highlights reinvestment in urban neighborhoods in and around the downtown. Chapter 5, Neighborhoods and Housing, of the Community Plan classifies this area as neighborhood transformation, where existing neighborhoods are experiencing redevelopment due to several factors, including the age or condition of housing, proximity to other amenities, or the cost of the land.

Public Comment

Staff has received comment regarding this request.

Analysis

202-204 SW E Street is an existing non-conformity for use, as a duplex in the R-1, Single Family Residential classification. The available records do not indicate when the original structure was constructed or if a conditional use permit was issued. During the conversion to the new code adopted in 2003, R-2, Low-Density Residential zoned property allowed duplexes by conditional use. R-1, Low-Density Pure Residential, R-1A, Single Family Residential, and R-2, Low-Density Residential properties were combined into the single zoning classification of R-1, Low-Density Residential. This general area has seen a transformation in housing choice and opportunity, redevelopment and rezoning for increased housing choices. Neighborhood transformation supports housing variety on a given block and throughout the neighborhood to support increased density and diversification of the housing stock, which appeals to a broader population segment. With higher density in units per acre, it increases business support in and around the downtown.

Conclusion

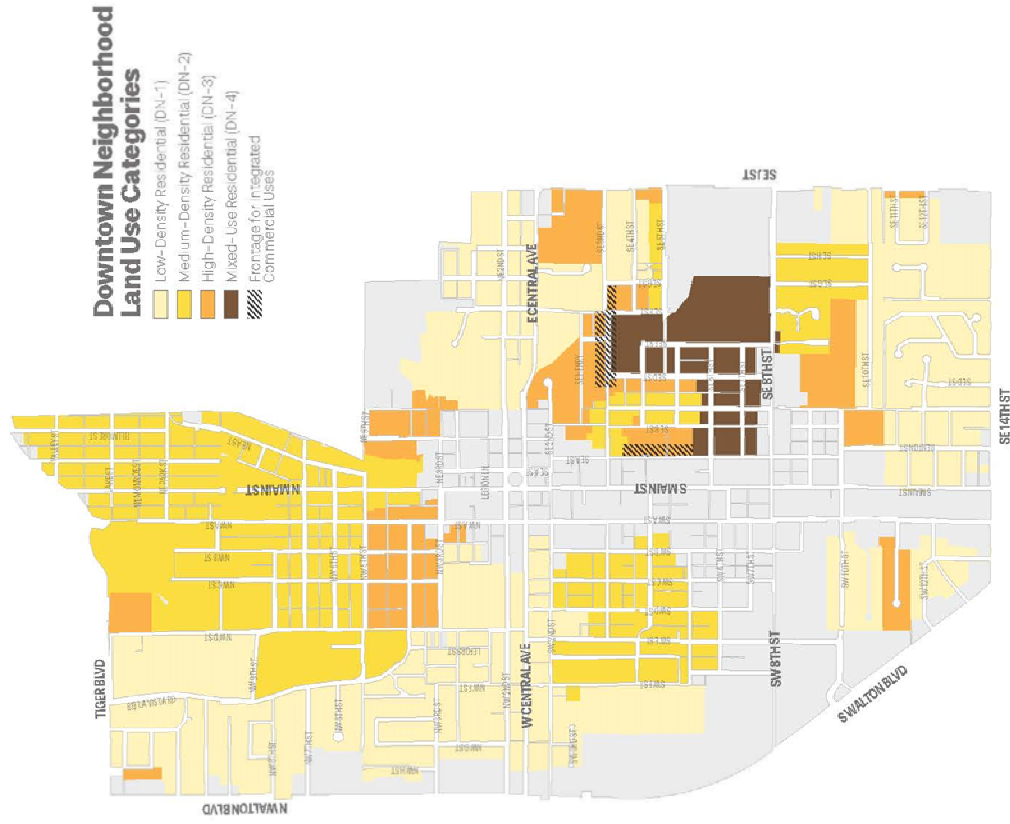
The Bentonville Community Plans Strategic Growth, Priority One, Downtown Intensification, Chapter 5, Neighborhoods and Housing, and the Future Land Use Map support this zoning request. Staff has reviewed this application and recommends approval.

Attachment 5

DOWNTOWN NEIGHBORHOOD "DISTRICTS"

The basic framework for this area served as the foundation for the development of four distinct residential districts within the Downtown Neighborhood Subarea. While the commercial areas of the framework (Downtown Core, Gateway Corridors, and Commercial Corridors) are addressed in other sections of the Bentonville Community Plan, the four residential areas and their respective plans and strategies for improvement are provided on the following pages.

The overall purpose of the Downtown's residential neighborhoods is to accommodate residential development and redevelopment that meets the specific objectives of the area surrounding Downtown Bentonville with regards to density, character, and access, in a context that is unique to this portion of the community. The approach is to establish the building types and character that reinforces the uniqueness of the areas, supports and accommodates appropriate reinvestment, and provides the densities necessary to support downtown commerce and culture.



Duplex 202-204 SW E Street



Attachment 7

Reason for "No" vote on SW E street rezoning....

I voted no on the DN2 on SW E Street for the following reasons:

- The planning commission during the last planning map revision in 2016-17 plainly communicated to staff that there needed to be some single family neighborhoods in the downtown area of Bentonville referred to as the downtown planning area. Some streets that we protect as single family and give those owners and neighbors some protection and assurance that their area would stay single family.
- The PC agreed NE 2nd, SE C (from SE 3rd to SE 6th), NW C & NW B (from NW 5th to NW 10th), North Main (NW 6th to near block end of NW 3rd), and SW E would be those streets. Of course West Central Avenue is one of our streets that defines single family and urban at its best.
- We have some wonderful single family neighborhoods in Bentonville along the Highway 12 corridor. Other single family neighborhoods in Bentonville are White Oak trails, Stonehenge, Lexington, Kensington, Glenbrook, The Orchards, and Hanover. As Planning Commissioners we wanted to have some single family areas mapped out as single family only in the downtown planning area and give those areas protection from development and also give our downtown residents that look that a tree lined single family street is in our outer lying areas.
- SW E from West Central Avenue south to SW 6th Street is one of the pristine streets in our town. Placing DN2 on the corner of SW E and SW 2nd would do nothing but destroy the look of that street. A townhouse has no place in the front facing single family homes already there. In the last several years, several single family homes have been built on the south side of SW E and further defining this street as a single family street. As your appointed representatives and you as our elected representatives, we need to make sure we communicate to staff that we will protect these streets.

Respectfully submitted

Rod Sanders

August 31, 2020

Reason for No vote from Joe Haynie

Planning Commission meeting of August 18, 2020

Item on SW E and SW 2nd streets

I voted no against the DN2 item because SW E is a single family street. DN1 and R1 are the best designations for this block of street from West Central Street to SW 6th street.

As a planning commissioner during the plan review, we requested planning staff designate certain streets as a "single family" area and SW E was one of those streets.

A DN2 would not fit the DN1/R1 look that every other home along that street represents.

Respectfully submitted,



Joe Haynie

2. RAINBOW HOMEBUYERS, LLC – Current Zoning R-1
Requested Zoning DN-2

- A. There was discussion among Staff and Commission Members pertaining to a previous planning map revision in 2016-17 that there should be some single family neighborhoods in the downtown area of Bentonville. Owners and residents of said neighborhoods include Clark's Addition which this affects.
- B. I was not on Planning Commission when the above discussions took place, but I do agree with the discussion on August 18, 2020 from Commissioners who were.
- C. Many residents were in attendance for this meeting. These are comments that deserve consideration, over and above Item "A" above:
 - 1. Drainage not controlled.
Glover Street a glorified canal when it rains.
Retention ponds under houses when it rains.
No on street parking available.
Increased traffic on small streets.
Beautiful neighborhood reflecting history.
DN-2 is not appropriate.

DN-2 is well represented and more to come I'm sure, but this is a neighborhood that deserves to keep its R-1, Single Family Residence zoning intact.

Planning Commission voted 4-3 "No".

Respectfully,

Elaine Kerr

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0030).

WHEREAS, Rainbow Homebuyers, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

THE NORTH 100 FEET OF LOT 13, CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN DEED BOOK "L" AT PAGE 166; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 18, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record 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 denied and that said property not be rezoned from its present classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Comprehensive Planning
Submitted by	Danielle Semsrott, AICP, Senior Planner
Phone	(479) 271-6827

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
A resolution to support the permanent installation of artwork titled "A Tribute to the Almost Forgotten Osage Prairie" by Jonathan Perrodin at Lake Bentonville Park. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals. The Parks and Recreation Advisory Board supports the installation. This is a budgeted item. Memo and proposal attached.					

Estimated Cost	\$5,050
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



MEMO



To: Mayor Stephanie Orman and Bentonville City Council
From: Danielle Semsrott, AICP, Senior Planner
On behalf of: Bentonville Public Art Advisory Committee
CC date: September 22, 2020
RE: **Permanent Public Art “A Tribute to the Almost Forgotten Osage Prairie” at Lake Bentonville Park**

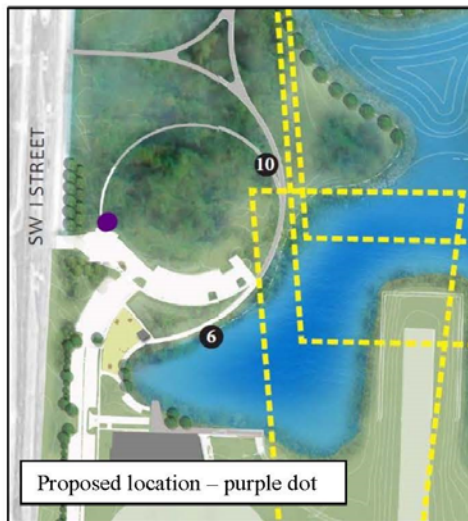
The Bentonville Public Art Advisory Committee (PAAC) is seeking approval to install permanent public art titled “*A Tribute to the Almost Forgotten Osage Prairie*” at Lake Bentonville Park.

In May 2020, the PAAC issued a call for artwork proposals from local artists in Benton and Washington Counties in an effort to increase awareness and support for local artists during the COVID-19 pandemic. By the deadline of June 26th, the PAAC received 27 proposals. This proposal was one of only two selected.

The PAAC was looking for artwork that is unique from other artwork currently on display and met any or all of the following themes:

- Artwork that reflects Bentonville’s history.
- Artwork that is an expression of Bentonville’s growing diversity.
- Artwork that promotes community harmony.

“*A Tribute to the Almost Forgotten Osage Prairie*” by artist Jonathan Perrodin is a tribute to the diminishing Osage Prairie ecosystem.



This permanent installation consists of six steel sculptures in varying heights ranging from 3-feet to 8-feet tall, with each piece measuring approximately 6-inches in diameter. The sculptures will be dotted throughout a native prairie garden consisting of perennial plants found in the Osage Prairie such as Prairie Blazing Star, Big Bluestem and Rattlesnake Master.

At the July 14th PAAC meeting, the committee voted 7-0 to recommend approval to City Council. Committee members selected this artwork because it complements the park’s redevelopment plans, and the display site includes part of the original Osage Prairie.

Please see the attached description for the narrative about the artwork.

The cost for installation is \$5,050. Funding is provided from the Public Art Advisory Committee’s annual budget.

A Tribute to the Almost Forgotten Osage Prairie

*These six sculptures stand,
always calling to those with ears to hear,
to bring attention to the Earth*

INSPIRATION

Originally drawing inspiration from geometry, I began playfully experimenting with metal to create small square antiprisms. Physically folding and bending sheets of hot rolled steel by hand, I began meticulously shaping these forms. Welding one on top of the other, slowly building a vertical, geometric column. Knowing that this should live outdoors, I added a sturdy post to the base. Upon completion, I realized the resemblance of this form with that of the Prairie Blazing Star, a native plant to the region, which stacks its flowers into showy, vertical spindles of color atop a thin stalk. It was in this connection of plant to sculptural form that this project was conceived.

As an Arkansas Master Naturalist, my day-to-day conversations revolve around land conservation, native plants, and sustainable practices. With a fiery passion for prairie restoration and watersheds, this sculpture evolved into an homage to the former Osage Prairie of Northwest Arkansas. Upon learning about the outstanding efforts being made by the city of Bentonville to preserve and rehabilitate the land around Lake Bentonville, I knew that, without a doubt, I wanted to create something spectacular to honor the former prairie and the city's efforts.

DESCRIPTION OF PROPOSED ARTWORK

The installation includes six, individual sculptures of stacked geometric forms in varying heights ranging from 3ft to 8ft tall, with each piece measuring approximately 6-inches in diameter. The vision is to have them bolted onto individual 8-inch round concrete pads. The sculptures would then be dotted throughout an ~8ft x 16ft native prairie garden of predominately Prairie Blazing Star. Prairie Blazing Star is a hardy, native perennial plant that will return each year. Producing vivid purple stocks of vibrant, stacking flowers throughout the spring and summer, this stunning plant attracts butterflies, birds, and other pollinators necessary for the ongoing health of the prairie.

The sculptures will be allowed to rust, a beautiful and natural process of oxidation. Each sculpture rusting in its own time speaks to the inevitability of change. With each passing year the life of the plants will speak to the power of nature to be reborn—giving us all hope for tomorrow.

WHY IT MATTERS

These sculptures stand as a tribute to the past—to a landscape almost forgotten, almost completely destroyed. The Osage Prairie was once as wide as Centerton to Rogers, but today you can only find small, often private and nearly forgotten pockets of the prairie. Lake Bentonville Park is slated to become one of Bentonville's most cherished parks, becoming a more natural version of itself—and I want to celebrate that. This sculpture is a tribute to the past & a celebration of the coming life.

RESOLUTION NO. _____

**A RESOLUTION ENDORSING THE PERMANENT INSTALLATION OF
ARTWORK TITLED “A TRIBUTE TO THE ALMOST FORGOTTEN OSAGE
PRAIRIE” BY JONATHAN PERRODIN AND FUNDED BY THE PUBLIC ART
ADVISORY COMMITTEE, ON PUBLIC PROPERTY AT LAKE BENTONVILLE
PARK.**

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 Public Art Advisory Committee issued a call for proposals for artwork on May 21, 2020 with a deadline for submittals of June 26, 2020; and,

WHEREAS, artist Jonathan Perrodin submitted a proposal for artwork titled “A Tribute to the Almost Forgotten Osage Prairie” in response to this call for proposals; and,

WHEREAS, the Public Art Advisory Committee selected and recommend “A Tribute to the Almost Forgotten Osage Prairie” artwork for installation at Lake Bentonville Park at the regularly scheduled meeting on July 14, 2020; and,

WHEREAS, the Public Art Advisory Committee is funding the permanent installation from the 2020 budget in the amount of \$5,050.

**NOW, THEREFORE, BE IT ORDAINED 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 permanent installation of artwork titled “A Tribute to the Almost Forgotten Osage Prairie” by artist Jonathan Perrodin and funded by the Bentonville Public Art Advisory Committee, on public property at Lake Bentonville Park.

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

ATTEST:

Mayor Stephanie Orman

City Clerk



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Administration
Submitted by	Debbie Griffin
Phone	(479) 254-2028

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Bid award to the lowest bidder (Oleke Construction) in the amount of \$196,045.00 for IFB-20-57 for the remodel of the Community Development Building to provide additional office space on the 2nd floor and for repair of the roof. The bid amount includes the Base Bid of \$186,045.00. The City will also be adding a \$10,000.00 owners construction contingency to bring the total potential contract amount to \$196,045.00. See the attached memo, bid tabulation and bid submission forms for additional information.					

Estimated Cost	\$196,045
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below)</i> :	
This will be paid from \$54,000 that was previously budgeted and approved for roof repairs for the Community Development building and the remaining from general fund reserves.	



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Memo



To: City Council, Mayor Orman
From: Debbie Griffin, Community Relations/Economic Development Director
Date: September 22, 2020
Re: City Council approval of budget adjustment for City Hall relocation and remodel of second floor Community Development Building

City Staff is seeking City Council's approval of a Bid Award and a budget adjustment for the remodel of the Community Development Building to provide additional office space on the 2nd floor and to repair the roof. This remodel will provide office space for the Mayor, Community Relations and Economic Development and Administrative staff offices, small conference room space; and repair to the Community Development building roof. The 2nd floor renovation will include new office space, but no current planning or GIS staff will have to relocate to another building location at this time. Storage space and a redesign of unused areas on the 2nd floor allowed for the remodel space. The Community Development building will be renamed as City Hall. The Mayor's office staff is expected to relocate to the new location by the end of the year, pending Council approval and construction schedule.

This project cost is \$249,045 which includes \$186,045 for the low bid for renovations, \$10,000 owners construction contingency, \$54,000 previously approved budgeted funds for roof repair, and an estimated \$53,000 to budget for FF&E, signage, security cameras, A/V monitors, and non-construction contingency.

In the 2019 budget, a roof repair was approved for \$60,000. As the discussion of a remodel of Community Development began the roof repair was put on hold in order to see if it was better suited for the remodel project. The budget adjustment was rolled forward from the 2019 budget to the 2020 budget. The roof repair portion of the bid is \$54,000. Since the Administration Department (101010) is handling the remodel we are transferring the budget from Planning (101610) to the Administration department for use in this project.

HIGHT JACKSON ASSOCIATES PA Bid Tabulation Form City of Bentonville Community Development Remodel Bentonville, AR Project No. 1944								
Contractors		Nabholz	SSi	Milestone	Oelke	Ellingson	CR Crawford	One Con
License No.		0000020121	0001310421	0156050421	0220000521	0324340321		
Bid Bond		✓	✓	✓	✓	✓	No bid bond included	
Addendum 1		✓	✓	✓	✓	✓	Bid disqualified	
Base Bid		\$273,000.00	\$199,440.00	\$223,323.00	\$186,045.00	\$249,900.00		
Sub-Contractors								
Plumbing		Kramer & Co	n/a	Co Bare	American Air	Kramer & Co		
License No.		208820421		0359690321	0126600321	208820421		
Mechanical		Nabholz	n/a	Atchley Air	American Air	Professional Air		
License No.		--		0331430321	0126600321	129190521		
Electrical		Nabholz	n/a	Hill Electric	Hill Electric	Hill Electric		
License No.		--		0152030521	0152030521	0152030521		
Roofing & Sheet Metal		Harness	n/a	Roberts McNutt	TF Thompson	Roberts McNutt		
License No.		0018900621		009161220	0286900321	009161220		

00 42 13
PROPOSAL FOR LUMP SUM CONTRACT

PLACE Bentonville Community Development - Council / Planning Chambers

DATE & TIME September 10th, 2020 @ 1:30pm

PROJECT City of Bentonville Community Development - Remodel

PROPOSAL OF Oelke Construction Company

(Hereinafter called the "Bidder")

A Corporation, organized and existing under the laws of the State of Arkansas

A Partnership consisting of _____

An individual trading as _____

TO:

Gentlemen:

The undersigned, in compliance with your invitation for bids for the construction of City of Bentonville Community Development Remodel having examined the plans and specifications with related documents, and having visited the site of the proposed work within the past seven (7) days, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby propose to furnish all labor, materials, supplies, etc., and to construct the project in accordance with the contract documents within the time set forth therein and at the prices stated herein, to cover all general construction work, including plumbing, mechanical and electrical. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

I/We acknowledge receipt of the following Addenda:

(Arkansas public bid statutory requirement: Bidder must acknowledge all addenda issued by addendum number)

# <u>1</u>	Dated <u>9.1.20</u>
# _____	Dated _____
# _____	Dated _____
# _____	Dated _____

Base Bid Proposal for General Construction:

One Hundred and Eighty Six Thousand and Forty Five DOLLARS (\$ 186,045)
(Arkansas public bid statutory requirement: Bidder must enter bid amount in numerical format)

COMPLETION TIME: The Contractor agrees, if awarded the contract to complete project no later than December 18, 2020.

00 42 13-1
Bentonville Community Development Remodel
Bentonville, AR

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day for delay beyond that time will be paid by the Contractor except for extensions of time granted under the General and Supplementary Conditions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

In submitting this bid I/We acknowledge and include Cash Allowance costs as part of the Base Bid as listed in Specification Section 01 11 00.

I (or we) submit the names of the subcontractors I (or we) propose to use, and the State Contractors' License Number (If Applicable), as follows:

SUBCONTRACTORS NAME	STATE CONTRACTOR'S LICENSE NO.
---------------------	-----------------------------------

A. Plumbing

<u>AMERICAN Air Conditioning & Mechanical</u>	<u>0126600321</u>
Is the amount of the Plumbing work \$50,000.00 or more?	Yes ☐ No ☒
If yes, list plumbing subcontractor and license number above.	

B. Mechanical

<u>AMERICAN Air Conditioning & Mechanical</u>	<u>0126600321</u>
Is the amount of the Mechanical work \$50,000.00 or more?	Yes ☐ No ☒
If yes, list mechanical subcontractor and license number above.	

C. Electrical

<u>Hill Electric</u>	<u>0152030521</u>
Is the amount of the Electrical work \$50,000.00 or more?	Yes ☐ No ☒
If yes, list electrical subcontractor and license number above.	

D. Roofing & Sheet Metal

<u>T.F. Thompson</u>	<u>0286900321</u>
Is the amount of the Roofing & Sheet Metal work \$50,000.00 or more?	Yes ☒ No ☐
If yes, list roofing and sheet metal subcontractor and license number above.	

Item A. and B. may be separate or combined under one mechanical contract, if so stated above.
(Arkansas public bid statutory requirement: Bidder must enter subcontractors name in blanks above along with license number unless amount of subcontract is less than \$20,000.00.)

CONDITIONS:

- A. It is agreed that if awarded the Contract, a period of time not to exceed sixty (60) days shall be allowed the Owner in which to determine the manner in which to award or not award the contract.
- B. It is further agreed that if awarded the contract, the undersigned will execute the contract and commence work within seven (7) calendar days, and will fully complete the work ready to use, not later than the time stipulated.

DECLARATION:

- A. The Undersigned hereby declares that he has carefully examined the Invitation and Instructions for Proposals, the Drawings and Specifications, has visited the actual location of the work and has consulted his sources of supply, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal, he waives all right to pleas of any misunderstanding regarding the same.

FIRM Oelke Construction Company

BY 
(Arkansas State Contractor's License No. 0220000521) (Arkansas public bid statutory requirement: Bidder must provide current State Contractor's number)

PRINTED NAME & TITLE Tim Oelke, President

TITLE President

DATE 9-10-20

NOTE: If bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

Arkansas State Contractor's License No. 0220000521

(Arkansas public bid statutory requirement: Bidder must provide current State Contractor's number)



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Administration
Submitted by	Debbie Griffin
Phone	(479) 254-2028

Item Type: <i>(Check All That Apply)</i>					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Approval of a budget adjustment for the remodel of the Community Development Building to provide additional office space on the 2nd floor and for repair of the roof. The project cost is \$249,045.00 which includes \$186,045.00 for the low bid for renovations, \$10,000.00 owners construction contingency, \$54,000.00 previously approved budgeted funds for roof repair, and an estimated \$53,000.00 to budget for FF&E, signage, security cameras, A/V monitors, and non-construction contingency.					

Estimated Cost	\$249,045
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	
This will be paid from \$54,000 that was previously budgeted and approved for roof repairs for the Community Development building and the remaining from general fund reserves.	



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Budget Adjustment Request

Date of City Council Meeting	9/22/2020
Department	Administration
Submitted by	Debbie Griffin
Phone	(479) 254-2028

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget adjustment for the remodel of the Community Development Building to provide additional office space on the 2nd floor and for repair of the roof. The project cost is \$249,045 which includes \$186,045 for the low bid for renovations, \$10,000 owners construction contingency, \$54,000 previously approved budgeted funds for roof repair, and an estimated \$53,000 to budget for FF&E, signage, security cameras, A/V monitors, and non-construction contingency. See memo in 6a.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101010	47210	Plants and Building		\$ 195,045.00
101010	47210	Plants and Building		\$ 54,000.00
101610	47210	Plants and Building		\$ (54,000.00)
			Totals	\$ -
			Net Impact on Fund Balance	\$ (195,045.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				



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Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Finance
Submitted by	Jake Harper
Phone	(479) 271-6781

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i> Adopt resolution certifying the rate of taxation levied on real and personal property in the City of Bentonville. This resolution is required by the Quorum Court and County Clerk in order to facilitate the millage levy to be collected in 2021.					

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



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STATE OF ARKANSAS

RECEIVED SEP 14 2020

BETSY HARRELL

COUNTY CLERK & VOTER REGISTRAR

215 EAST CENTRAL, SUITE 217
BENTONVILLE, AR 72712-5373
479-271-1013
Fax: 479-271-1019

PROBATE COURT CLERK

COURTHOUSE, 102 N.E. "A" STREET
BENTONVILLE, AR 72712-5350
479-271-5727
FAX: 479-271-1712

September 10, 2020

MEMORANDUM NOTICE

TO: MAYOR STEPHANIE ORMAN – BENTONVILLE
RE: 2021 TAX LEVY – MILLAGE RATES FOR TAXES COLLECTED 2020

As you are aware, it is time once again for the Benton County Quorum Court to levy millage rates for the various taxing units in the county, including county, municipal, and school taxes for the 2021 collections on 2020 assessments.

As required by Arkansas Code Annotated §26-73-202, please submit your written certificate of the rate of taxation to be levied by your town/city on the real and personal property within your town/city so your levy is included in the Quorum Court Ordinance.

Please send a certified copy of the Resolution or Ordinance passed by the City Council which sets out in detail the millage rate for all funds for both real and personal property. The current millage levy for **BENTONVILLE** is as follows: **General 5.0 mills; Firemen's Pension 0.5 mills.**

I need this certificate by October 20, 2020 in order to prepare the Quorum Court ordinance to be enacted in November, as required by law.

Please note that Amendment 79 requires that the rates for real and personal property be levied at the same rate.

Sincerely,

Betsy Harrell

ROGERS OFFICE
2111 W. WALNUT
(479) 636-3727
FAX (479) 636-4922

ROGERS ARCHIVES
2111 W. WALNUT
(479) 636-1037
FAX (479) 636-1053

SILAM SPRINGS OFFICE
707 S. LINCOLN
479-271-1013
FAX (479) 524-8534

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A PROPERTY TAX LEVY
FOR THE CITY OF BENTONVILLE, ARKANSAS FOR THE
YEAR 2020 TO BE COLLECTED IN THE YEAR 2021.**

WHEREAS, Arkansas Code Annotated §26-25-102 provides that a city may levy a tax on the real and personal property located within the city for general purposes, in any one year, pursuant to the provisions of the Arkansas Constitution; and

WHEREAS, Arkansas Code Annotated §26-73-202 requires the city council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Bentonville and its citizens to levy the rate of taxation on the real and personal property located within the said city as set forth herein, and to certify the same to the County Clerk, and authorize the Quorum Court of the County to levy said tax for the year 2020, to be collected in 2021.

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

Section 1. That the property tax rate for the City General purposes on the real and personal property situated within the City and to be collected in the year 2020 shall be fixed and levied at the rate of 5.0 mills on each dollar of assessed value of real and personal property.

Section 2. The property tax for Fireman's Pension purposes for the City on real and personal property situated within the City to be collected in the year 2020 shall be fixed and levied at the rate of .5 mills on each dollar of assessed value of real and personal property.

Section 3. The rate of taxation levied herein on the real and personal property within the city/town shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 4. The Quorum Court of Benton County, Arkansas is authorized to levy the said tax as set forth herein for real and personal property located within the City of Bentonville for the year 2020, at its regular meeting in November according to law.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	479-696-0229

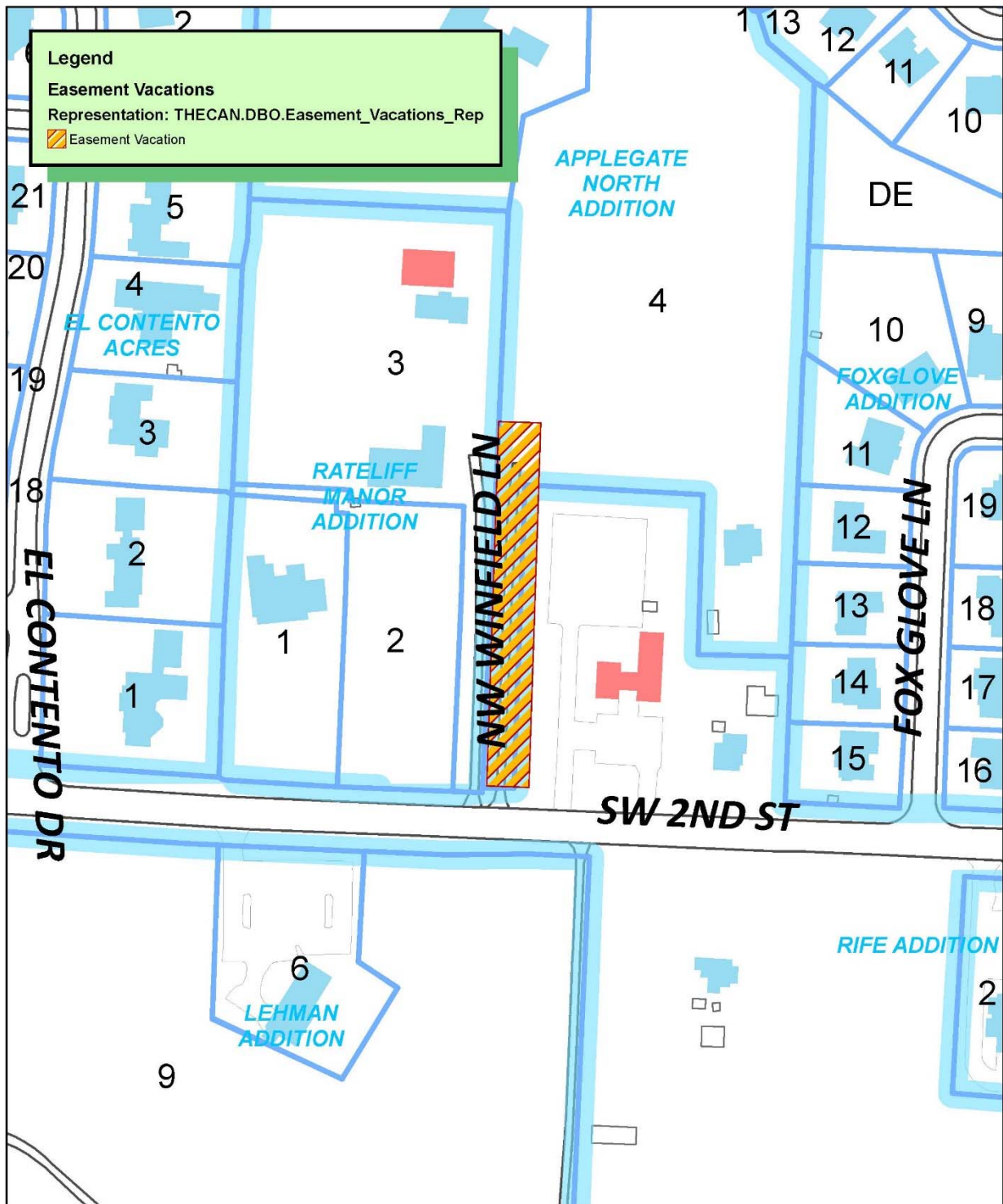
Item Type: Public Hearing and Ordinance					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Public hearing and ordinance vacating a Public Access Easement requested at 1714 SW 2nd Street. (VAC20-0022).					

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



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1 inch = 144 feet

VAC20-0022
Proposed Access Easement Vacation



ORDINANCE NO _____

AN ORDINANCE VACATING AN PUBLIC ACCESS EASEMENT LOCATED AT APPLGATE NORTH ADDITION (1714 SW 2ND STREET) TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC20-0022).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Shawnda Schnurbusch asking the City Council to vacate a public access easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

All of the twenty-five foot (25') Access Easement for Tract 1 and all of the twenty-five foot (25') Access Easement for Tract 2, dedicated by plat of Tract Split Howards Addition, as filed for record at Plat Book 18, page 17, March 15, 1993, said twenty-five foot (25') Access Easements being part of the West-half of the Southeast Quarter of the Southwest Quarter (W/2 SE1/4 SW1/4) of Section 25, Township 20 North, Range 31 West, Benton County, Arkansas, the aggregate perimeter of said twenty-five foot (25') Access Easements being more particularly described as follows:

COMMENCING at the Southwest corner of said West-half of the Southeast Quarter of the Southwest Quarter (W/2 SE1/4 SW1/4); thence South 89°10'09" East along the south line of said West-half of the Southeast Quarter of the Southwest Quarter (W/2 SE1/4 SW1/4) a distance of 313.85 feet to the Southwest corner of said twenty-five foot (25') Access Easement for Tract 2 and the POINT OF BEGINNING; thence leaving said south line, North 00°39'01" East a distance of 432.67 feet to the Northwest corner of said twenty-five foot (25') Access Easement for Tract 2; thence South 89°39'32" East a distance of 50.00 feet to the Northeast corner of said twenty-five foot (25') Access Easement for Tract 1; thence South 00°39'01" West a distance of 433.10 feet to the Southeast corner of said twenty-five foot (25') Access Easement for Tract 1; thence North 89°10'09" West a distance of 50.00 feet to the Point of Beginning

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 public access 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 public access easement designated as follows:

All of the twenty-five foot (25') Access Easement for Tract 1 and all of the twenty-five foot (25') Access Easement for Tract 2, dedicated by plat of Tract Split Howards Addition, as filed for record at Plat Book 18, page 17, March 15, 1993, said twenty-five foot (25') Access Easements

being part of the West-half of the Southeast Quarter of the Southwest Quarter (W/2 SE1/4 SW1/4) of Section 25, Township 20 North, Range 31 West, Benton County, Arkansas, the aggregate perimeter of said twenty-five foot (25') Access Easements being more particularly described as follows:

COMMENCING at the Southwest corner of said West-half of the Southeast Quarter of the Southwest Quarter (W/2 SE1/4 SW1/4); thence South 89°10'09" East along the south line of said West-half of the Southeast Quarter of the Southwest Quarter (W/2 SE1/4 SW1/4) a distance of 313.85 feet to the Southwest corner of said twenty-five foot (25') Access Easement for Tract 2 and the POINT OF BEGINNING; thence leaving said south line, North 00°39'01" East a distance of 432.67 feet to the Northwest corner of said twenty-five foot (25') Access Easement for Tract 2; thence South 89°39'32" East a distance of 50.00 feet to the Northeast corner of said twenty-five foot (25') Access Easement for Tract 1; thence South 00°39'01" West a distance of 433.10 feet to the Southeast corner of said twenty-five foot (25') Access Easement for Tract 1; thence North 89°10'09" West a distance of 50.00 feet to the Point of Beginning

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 _____, 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
City of Bentonville, Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

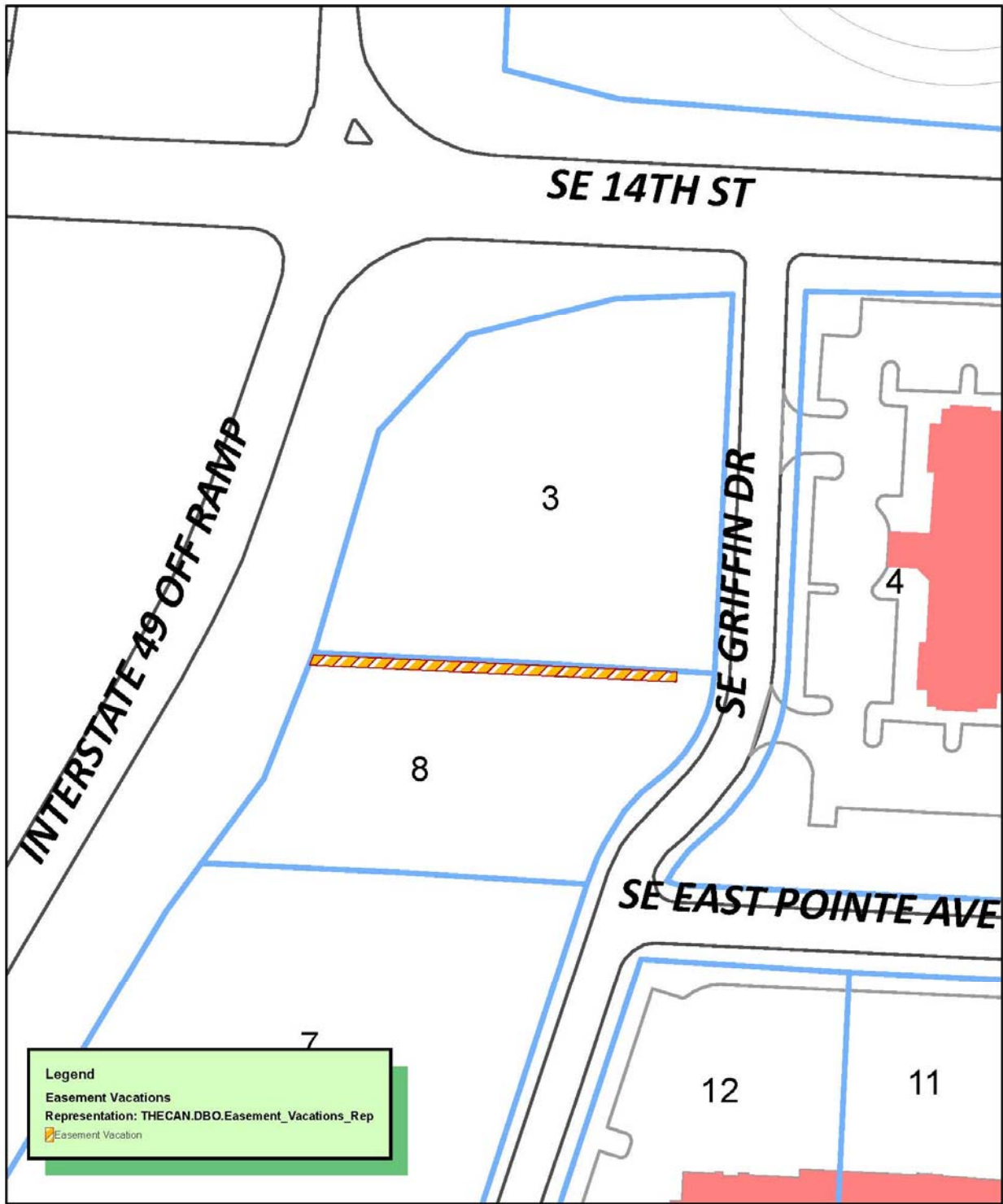
Item Type: Resolution to set public hearing					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution setting a public hearing for October 13, 2020 for a Utility Easement Vacation requested for LOT 8 of Griffin Addition (VAC20-0012).					

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



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1 inch = 83 feet

VAC20-0012
Easement Vacation



RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Rose Properties, LLC requesting a utility easement vacation (VAC20-0012) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A portion of Lot 8 of Griffin Addition to the City of Bentonville, Arkansas per Plat Book 22L, Page 30 in the public records of Benton County, Arkansas, being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" rebar with a cap stamped #1181 at a point on the West Right-of-Way line of SE Griffin Drive and the Southeast corner of Lot 3 of Griffin Addition to the City of Bentonville, Arkansas per Plat Book 18, Page 182 in the public record of Benton County Arkansas, also being the Northeast corner of said Lot 8;

THENCE leaving said West Right-of-Way line and with the common line of said Lots 3 and 8, North 87°21'48" West 26.00 feet to the POINT OF BEGINNING;

THENCE with said common line, South 02°39'40" West 7.00 feet;

THENCE leaving said common line, North 87°21'48" West, 251.92 feet to a point on the East Right-of-Way line of I-49, also being a point on the West line of aforementioned Lot 8;

THENCE with said East Right-of-Way line North 21°38'30" East, 7.40 feet to the Southwest corner of aforementioned Lot 3, also being the Northwest corner of said Lot 8;

THENCE with aforementioned common of line of said Lots 3 and 8, South 87°21'48" East, 249.51 feet to the POINT OF BEGINNING and containing 1,755 square feet or 0.04 acres, more or less.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on October 13, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____
day of _____ 2020 at a regular meeting of the City Council of the City of
Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

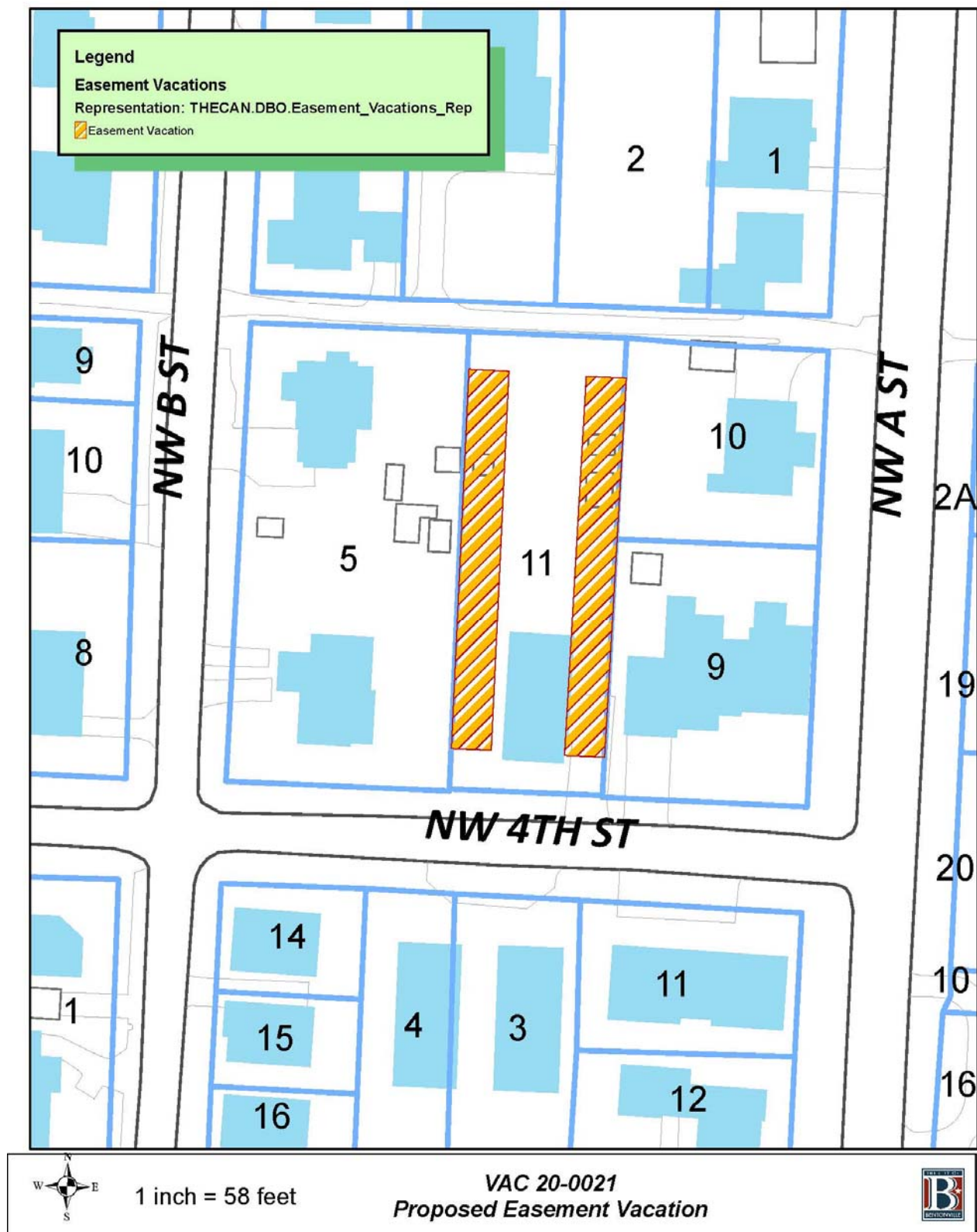
Item Type: Resolution to set public hearing					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution setting a public hearing for October 13, 2020 for a Utility Easement Vacation requested for LOT 11 of Demings Addition (VAC20-0021).					

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



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RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Blew & Associates requesting a utility easement vacation (VAC20-0021) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

UTILITY EASEMENT VACATION DESCRIPTION

VACATING A PORTION OF AN EXISTING 20' UTILITY EASEMENT ALONG THE EAST SIDE OF LOT 11, DEMINGS ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 11, THENCE N03°16'34"E A DISTANCE OF 20.00' TO THE TRUE POINT OF BEGINNING; THENCE N87°28'12"W A DISTANCE OF 20.00'; THENCE N03°16'34"E A DISTANCE OF 190.00'; THENCE S87°27'23"E A DISTANCE OF 20.00'; THENCE S03°16'34"W A DISTANCE OF 190.00'; TO THE POINT OF BEGINNING, CONTAINING 0.087 ACRES MORE OR LESS.

ALSO

VACATING A PORTION OF AN EXISTING 20' UTILITY EASEMENT ALONG THE WEST SIDE OF SAID LOT 11, DEMINGS ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 11, THENCE N03°16'34"E A DISTANCE OF 20.00'; THENCE N87°28'12"W A DISTANCE OF 56.71' TO THE TRUE POINT OF BEGINNING; THENCE N87°28'12"W A DISTANCE OF 20.00'; THENCE N02°39'21"E A DISTANCE OF 190.00'; THENCE S87°27'23"E A DISTANCE OF 20.00'; THENCE S02°39'21"W A DISTANCE OF 190.00' TO THE POINT OF BEGINNING, CONTAINING 0.087 ACRES MORE OR LESS.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on October 13, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____
day of _____ 2020 at a regular meeting of the City Council of the City of
Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Engineering
Submitted by	Dan Weese
Phone	(479) 271-3168

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution accepting Right-of-Way (ROW) from project # LS19-0019 - Lot 13 Development. This ROW dedication was required through the development process to increase the ROW width to the Master Street Plan requirements.					

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



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman
From: Dan Weese, City Engineer
Date: September 10th, 2020
Re: LSD19-0039 – Lot 13 Development – Right of Way Grant

Project - LSD19-0019 – Lot 13 Development

Lot 13 is a private development located on SW Municipal Drive in Bentonville, Arkansas. This project is currently undergoing a final site inspection and is hoping to open soon. As part of this development, it was agreed to in the pre-development stage that Right of Way (ROW) would be donated to the City of Bentonville in accordance with the Master Street Plan (MSP). The Owners of the site have submitted to the City a ROW grant donating a five foot strip of land next to the roadway and sidewalk area of the development. If approved, the Owners will record the attached document with Benton County.

Staff recommends that City Council approve this ROW grant.

Thank you for your consideration of this request. Please contact me with any questions or comments by email (dweese@bentonvillear.com) or phone (479-271-3168).

RIGHT OF WAY GRANT

That for and in consideration of One Dollar (\$1.00) and other good and valuable considerations to the undersigned **Grantee**, cash in hand paid, the receipt of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell and convey unto the City of Bentonville, Arkansas, Grantee, their successors and assigns, a permanent easement to lay, construct, remove, enlarge, maintain, inspect and repair a City street, with public right of ingress and egress to and from the same, on over, across and under the following described real estate to-wit:

PROPERTY DESCRIPTION:

A Right-of-Way Dedication, being located in a portion of Lot 13 of Seals Addition recorded in Plat Book 2016, Pages 97 and 98 in the public records of Benton County, Arkansas and being in the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 7, Township 19 North, Range 30 West, being more particularly described as follows:

BEGINNING at a 5/8 Rebar with cap stamped "LS#1021" on the Northwest corner of said Plat, being on the east Right-of-Way (ROW) of SW Municipal Drive;

THENCE leaving said ROW, along the north boundary line of said Plat, South 87°41'59" East a distance of 5.00 feet;

THENCE leaving said north boundary line, South 02°34'29" West a distance of 632.10 feet to the south boundary line of said Plat;

THENCE along said south boundary line, North 87°14'33" West a distance of 5.00 feet to a found 5/8" rebar with cap stamped "LS#1759" on aforementioned east ROW;

THENCE along said ROW North 02°34'29" East a distance of 632.06 feet to the POINT OF BEGINNING and containing 3,160 and square feet or 0.07 acres, more or less.

RIGHT OF WAY DESCRIPTION:

Grantees shall have and are hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities as may be required in the future, and maintaining said street. Grantees shall have and are hereby granted the further right at all time to remove from said lands all vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of the Grantees, restrict access, constitutes a hazard, or endangers the safety of said street, or their appurtenances and/or the public, and/or for the purpose of installing additional facilities.

Tract No. _____
Page 2

The Grantor or his successors shall not cause to be constructed any buildings, structures or other improvement (other than fences, driveways, and paved parking areas) within the above described right of way, and no trees shall be planted by Grantor or his successors on said right of way. Grantor or his successors shall not be entitled to any compensation for fences, growing crops, structures which may be removed or disturbed within this right of way by virtue of Grantees' exercise of the rights under this agreement.

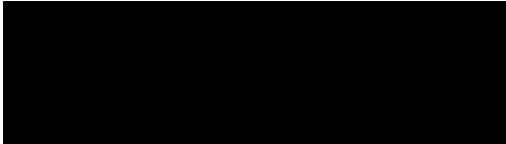
Grantees agree to repair any damage to Grantor's driveways, sidewalks, parking areas, lawn or pastures that result from the exercise of rights and privileges contained within the right of way described herein. Said damage to driveways, sidewalks, parking areas, lawn or pastures shall be restored by Grantees as close as is reasonable to the original condition.

It is further understood that Grantee's easement shall be exclusive and the Grantor or his successors shall convey no parallel rights to any person, utility or corporation on, across or under said right of way without the written permission of Grantees.

TO HAVE AND TO HOLD the above described right of way unto said grantees, its successors and assigns, forever or until said right of way if finally abandoned.

Grantor also agrees to forever warrant and defend the above described right of way unto said grantees against all legal claims.

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto set this 7th day
of Sept, 2020.



Authorized Agent

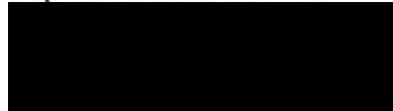
Tract No. _____
Page 3

ACKNOWLEDGEMENT

STATE OF ARKANSAS }
COUNTY OF BENTON }

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Shannon Foud, to me well known as the person or persons who executed the foregoing right of way grant, and that had executed the same for consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 9th day of September, 2020.



Notary Public

My Commission Expires: 07/08/2025



EXHIBIT "A"

Right-of-Way Dedication Description

A Right-of-Way Dedication, being located in a portion of Lot 13 of Seals Addition recorded in Plat Book 2016, Pages 97 and 98 in the public records of Benton County, Arkansas and being in the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 7, Township 19 North, Range 30 West, being more particularly described as follows:

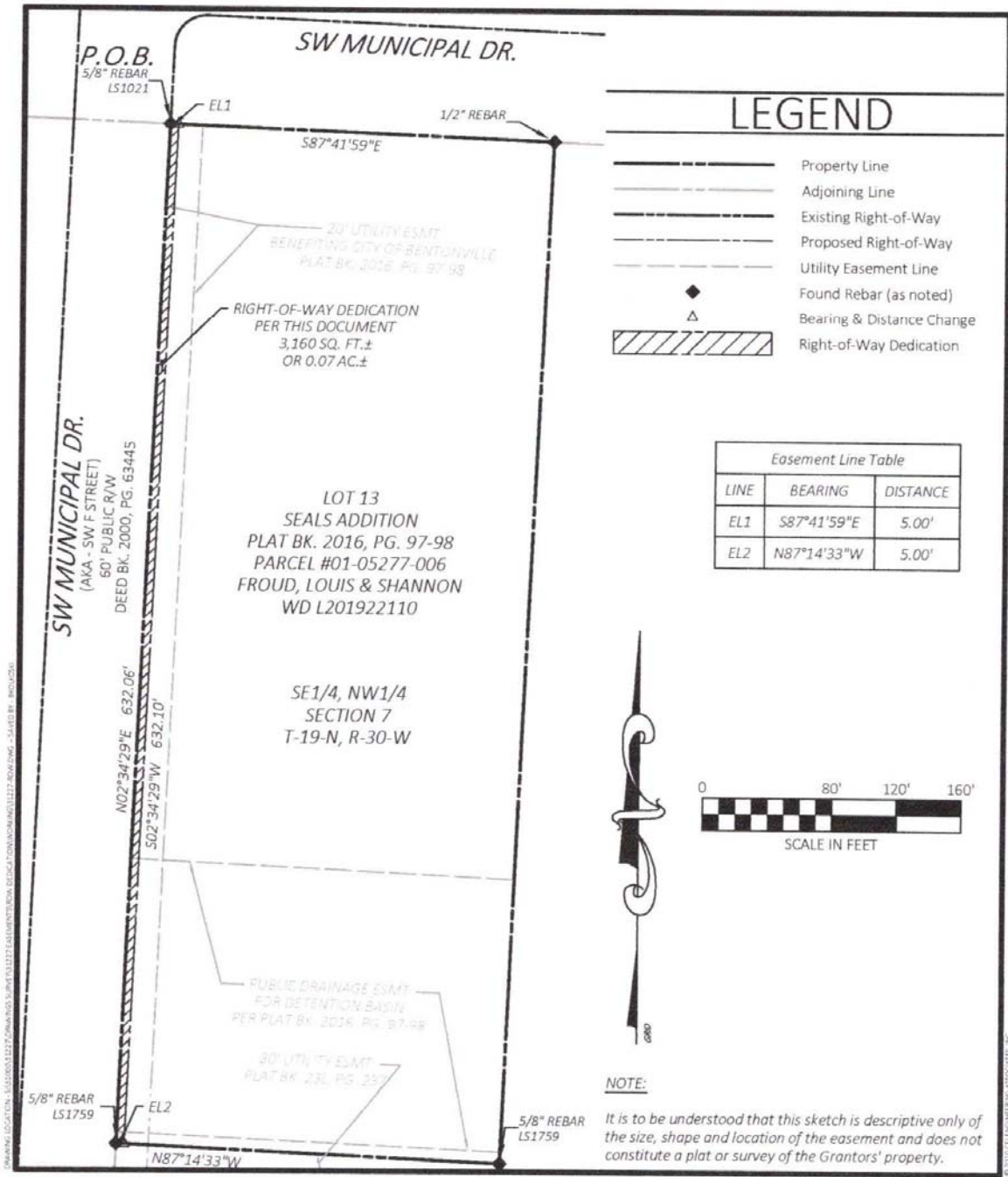
BEGINNING at a 5/8 Rebar with cap stamped "LS#1021" on the Northwest corner of said Plat, being on the east Right-of-Way (ROW) of SW Municipal Drive;

THENCE leaving said ROW, along the north boundary line of said Plat, South 87°41'59" East a distance of 5.00 feet;

THENCE leaving said north boundary line, South 02°34'29" West a distance of 632.10 feet to the south boundary line of said Plat;

THENCE along said south boundary line, North 87°14'33" West a distance of 5.00 feet to a found 5/8" rebar with cap stamped "LS#1759" on aforementioned east ROW;

THENCE along said ROW North 02°34'29" East a distance of 632.06 feet to the **POINT OF BEGINNING** and containing 3,160 and square feet or 0.07 acres, more or less.



CEI ENGINEERING ASSOCIATES, INC.
1001 S. MAIN ST., SUITE 100
BENTONVILLE, AR 72712
TEL: (479) 271-2645
FAX: (479) 271-2646
COMPANIES: 181119948 600311600
NOTICE: FREE HUNT, SUITE 100
BENTONVILLE, AR 72712
TEL: (479) 271-2645
FAX: (479) 271-2646
BENTONVILLE, AR 72712

SW F St Warehouse/Office Building
AECB, LLC
SW F St
City of Bentonville, Benton County, Arkansas

SHEET TITLE	
PROFESSIONAL OF RECORD	JOY
DESIGNER	BAH
FIELD WORK	ECG
CEI PROJECT NUMBER	31227
DATE	7/2/2020
REVISION	REV D

Right-of-Way Dedication Exhibit

1 OF 1

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING RIGHT OF WAY
DONATION FROM LSD19-0039 – LOT 13 DEVELOPMENT
TO THE CITY OF BENTONVILLE, ARKANSAS**

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

Section 1: That the Right of Way donation proposed from LSD19-0039 – Lot 13 Development as attached hereto as “Exhibit A” should be and the same is hereby accepted by the City of Bentonville.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Mayor
Submitted by	Stephanie Orman
Phone	479-271-5966

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Appointment of Shane Stephens to a 4-year term on the Ozark Regional Transit Board of Director's. The term will expire in October of 2024.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	
No funding required.	



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PLEASE RECYCLE



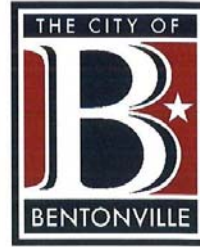
Memorandum

To: City Council Members

From: Stephanie Orman, Mayor

Date: Wednesday, September 16, 2020

Re: Appointment of Shane Stephens to Ozark Regional Transit Board of Directors



I recommend Shane Stephens for appointment to Ozark Regional Transit's Board of Directors committee. Mr. Stephens' term will expire in October of 2024.

So
Stephanie Orman

Boards and Commissions Application Form

Applicant Information

First Name	Shane
Last Name	Stephens
Address	
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	
Email Address	
Length of Bentonville Residency	4
Employer	Walmart
Occupation	Director - Global Business Services
Business Phone	
If married, spouse's first and last name	
First Name	Heidi
Last Name	Stephens

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Advertising & Promotion Commission, Library Advisory Board, NACA Board, Ozark Regional Transit Authority, Parks and Recreation Advisory Board, Tree & Landscape Advisory Committee, Utility Board
1. What are your qualifications for serving on this commission or	I have extensive global business experience working with and for Walmart for 25yrs. I have a Masters degree in Operations Management from the University of Arkansas.

board, including
education and subject
matter expertise?

2. Why would you like to be considered for appointment to this commission or board?	I am a proud resident of Bentonville and lifetime resident of NW Arkansas. I am eager to serve and to do my part to make Bentonville a better place for my children, family and neighbors.
---	--

3. What do you hope to be able to contribute?	Consistent and dependable service. Careful listening balanced with thoughtful insight and decision making for our city and citizens.
---	--

(Section Break)

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

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

(Section Break)

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

Agreement to Abide by Restrictions on Appointees	Shane Stephens
--	----------------

Date	7/27/2020
------	-----------



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Mayor
Submitted by	Stephanie Orman
Phone	479-271-5964

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Appointment of Mark Slaughter to a 3-year term on the Airport Advisory Board. The term will expire in October 5th, 2023.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	
No funding required.	



117 West Central Avenue, Bentonville, AR 72712
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PLEASE RECYCLE



Memorandum

To: City Council Members
From: Stephanie Orman, Mayor
Date: Wednesday, September 16, 2020
Re: Appointment of Mark Slaughter to Airport Advisory Board



I recommend Mark Slaughter for appointment to the City of Bentonville's Airport Advisory Bboard. Mr. Slaughter's term will expire on October 5, 2023.

So
Stephanie Orman

Boards and Commissions Application Form

Applicant Information

First Name	Mark
Last Name	Slaughter
Address	
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	
Email Address	
Length of Bentonville Residency	12 years
Employer	self-employed
Occupation	real estate investment
Business Phone	
If married, spouse's first and last name	
First Name	Mark
Last Name	Slaughter

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Airport Advisory Board
1. What are your qualifications for serving on this commission or	I am writing in response to your posting the Airport Advisory Board position; it seems a surprisingly good match for my background and I would welcome the prospect of discussing

board, including education and subject matter expertise?

this opportunity with you personally. My considerable experience as a highly successful and respected Marine Corps Officer testifies to my management expertise. I am a strong leader with extensive experience supervising staff members of all levels; my management experience includes, but is not limited to, administrative, financial, defense, aerospace, logistics, academic, legal, and facilities departments. I have excellent presentation and communication skills; I can teach the youngest student or present to the highest ranking official. I also possess outstanding organizational, interpersonal, and computer technology skills. I am strategic, resourceful, adaptable, and creative.

While serving on active duty in the Marine Corps, more than half of my time was spent on or around an airport as I was a Radar Intercept Officer (RIO) in the F-4 Phantom II aircraft and later flew in UC-12B (Beechcraft King Air 200) and KC-130's. I have considerable knowledge and experience in airport operations; I have served in numerous squadrons and on staffs whose purpose was to safely operate a Marine Corps or Naval Air Station.

I was a member of the board of directors for the Northwest Arkansas Chapter of the Arkansas Alumni Association for five years and planned or assisted with the planning of numerous events the Chapter conducted over the years. I received formal training on how to communicate with all media types including television, radio, and print by attending the week long Commander's Media Training Symposium. I assisted with the creation of and then subsequent operation of the Naval Air Station Fort Worth Guard and Reserve Assistance Fund, a 501(c)3 organization that provides low interest loans and grants to guardsman and reservists with emergency monetary needs; I served on its Board and I also organized several fund raising events to include the annual golf tournament which raised over \$10,000 each year to replenish the fund. During my career in the Marine Corps, I was very active with the Marine Corps Reserve Toys for Tots Program and I organized and led the largest toy collection and distribution campaign in the United States, the Dallas/Fort Worth Campaign where we collected over 250,000 toys and \$200,000 each holiday season. The campaign enjoyed this great success partly because of the relationships we created with local sponsorship from corporations like Miller Brewing, IHOP, Discount Tire

Company, Infinity Broadcasting, and International Paper. I was also in charge of putting on three airshows while serving at two different air stations; this entailed everything associated with the airshow from securing flying acts for the show itself and organizing the over 100 volunteers required to have a successful airshow. Each airshow was attended by more than 250,000 fans over a three day period.

I am a lifetime member of the Arkansas Alumni Association and a devoted Razorback. I hope you can see the potential here for my making a significant contribution to the Airport Advisory Board and will give me a call. Thank you for your consideration.

2. Why would you like to be considered for appointment to this commission or board?

I was born to serve as demonstrated by my 25+ years in the Marine Corps. I own a small real estate investment company that really does not consume my time; I actually consider myself "semi-retired." In other words, I have the time and the inclination to provide whatever is required of me. I know that I can be an asset to the Airport Advisory Board and welcome the opportunity to serve. I have enjoyed watching all that has happened at the Airport since returning to Northwest Arkansas in 2008 and I feel there is always more that can happen and I truly wish to be a part of that; not for my own personal benefit but for the betterment of the community.

(Section Break)

Qualifications for Serving

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

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

Yes

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Mark Slaughter
Restrictions on
Appointees

Date	7/22/2020
------	-----------

Email not displaying correctly? [View it in your browser.](#)



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Mayor
Submitted by	Stephanie Orman
Phone	479-271-5964

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Reappointment of Mike Frost to a 3-year term on the Airport Advisory Board. The term is his second term and will expire in October 5th, 2023.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	
No funding required.	



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www.bentonvillear.com
PLEASE RECYCLE



Memorandum

To: City Council Members
From: Stephanie Orman, Mayor
Date: Wednesday, September 16, 2020
Re: Reappointment of Mike Frost to the Airport Advisory Board



I recommend Mike Frost for reappointment to the City of Bentonville's Airport Advisory Board. Mr. Frost's second term will expire on October 5, 2023.

SO
Stephanie Orman



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

RECEIVED
8-6-20

* Must be a Bentonville resident to serve on a Bentonville Board or Commission.

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name: Michael K. Frost
 If married, spouse's name: Carole T. Frost
 Home Address: [REDACTED]
 City: Bentonville Zip Code: 72712
 Home/Cell Phone: [REDACTED]
 Business Phone: [REDACTED]
 Email Address: [REDACTED]
 Occupation: Financial Advisor
 Employer: Mach 1 Financial Group
 Length of Residency in Bentonville: 18 yrs

REFERENCES

Name: Bob McCaslin
 Phone: [REDACTED]
 Email: [REDACTED]
 Name: David Lee
 Phone: [REDACTED]
 Email: [REDACTED]

Please select all commissions / boards for which you would like to be considered:

- | | |
|---|---|
| ☐ Advertising & Promotion Commission | ☐ Library Advisory Board |
| ☒ Airport Advisory Board | ☐ Ozark Regional Transit Authority (Bentonville representative) |
| ☐ Bentonville Facility Board | ☐ Parks & Recreation Advisory Board |
| ☐ Board of Adjustment | ☐ Planning Commission |
| ☐ Bentonville Housing Authority | ☐ Public Art Advisory Committee |
| ☐ Criminal Nuisance Abatement Board | ☐ Tree & Landscape Advisory Committee |

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

Re-applying for 2nd term on Airport Advisory Board. Bring a business background to the board that has several aviators already as members.

2. Why would you like to be considered for appointment to this commission or board?

To provide continuity to the Airport Advisory Board as we have 2 members with limited experience and will be adding another new member in October 2020 due to current member reaching his term limit.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.

Restrictions on Appointees

By signing below, applicants confirm their awareness that persons appointed to offices of the city are bound by the following rules:

1. It is unlawful to use or attempt to use a city position to gain special privileges or exemptions for yourself, family members, or others in a substantial financial relationship. A.C.A. § 21-8-304(a).
2. It is unlawful to accept employment or engage in public or professional conduct that would require or induce you to disclose confidential city information. A.C.A. § 21-8-304(b).
3. It is unlawful to use information gained by virtue of public service for personal gain or benefit. A.C.A. § 21-8-304(b).
4. It is unlawful to accept a gift or compensation, as defined by law, other than the income and benefits provided by the city, for the performance of the duties and responsibilities of your position. A.C.A. § 21-8-801(a).
5. It is unlawful to be interested, directly or indirectly, in the profits of any contract with the city unless disclosed and permitted by city council. A.C.A. § 14-42-107(b).
6. It is unlawful to receive or furnish utility services unless payment is made according to the usual and regular rates, and in the same manner as the general public. A.C.A. 14-42-108.
7. No person may serve as an officer of the city who has been convicted of a felony offense, or a misdemeanor offense that meets the following definitions:
 - a. Embezzlement of public money,
 - b. Bribery,
 - c. Forgery,
 - d. Abuse of office,
 - e. Tampering, or
 - f. An offense involving deceit, fraud, or false statement, including without limitation a misdemeanor offense related to the election process.

Signature: Mike K. Frost

Date: 8/6/2020



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	479-271-5964

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and Clerk to enter into a real estate agreement for the sale of certain property.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
The funds acquired from this sale will reimburse the Street Fund.	



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www.bentonvillear.com
PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman
From: Dennis Birge, Transportation Director
Date: Monday, September 14, 2020
Re: Real estate Agreement

Staff recommends approval of a Resolutions allowing the Mayor and Clerk to enter into a real estate agreement for the sale of certain property. This property was originally purchased with Street funds for the future construction of 8th street, but is now excess property and not needed for the planned Right of Way. The funds acquired from this sale would be applied to the Street Fund account for future street improvements. Below is a map showing the parcel # and location of the property.



Thank you and please do not hesitate to contact me with any questions or concerns at dbirge@bentonvillear.com or 479-271-5964.

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2015/24909
Term/Cashier: CASH5/Jimmy Bennett
05/15/2015 8:14:51AM
Tran: 331370
Total Fees: \$20.00

Book 2015 Page 24909
Recorded in the Above
DEED Book & Page
05/15/2015

Job 090377
Tract 31R

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **Michael Todd Maxwell, owner/member Maxwell Construction, LLC, an Arkansas limited liability company**, for and in consideration of the sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), to my hand paid by City of Bentonville, Arkansas, do hereby grant, bargain and sell unto the said **City of Bentonville, Arkansas**, its successors and assigns the following described land, situated in Benton County, State of Arkansas, to-wit:

Part of Block L, Orchard Addition, City of Bentonville, Benton County, Arkansas, described as follows: Commencing at the southwest corner of Block L, as determined by a parcel survey for AHTD Job No. 090218, dated 4-21-2011; thence N.02°31'37"E., a distance of 54.59 feet to the POINT OF BEGINNING and along and with the east right-of-way of SE D Street; thence continue N.02°31'37"E., a distance of 120.41 feet along the east right-of-way of SE D Street; thence leaving said east right-of-way S.87°35'46"E., a distance of 314.87 feet to the west right-of-way of SE E Street; thence along and with said west right-of-way S.02°34'28"W., a distance of 123.43 feet to the north right-of-way of SW 8th Street; thence along and with said north right-of-way N.87°02'44"W., a distance of 314.78 feet to the POINT OF BEGINNING, containing 38,382 square feet or 0.88 acres, more or less, being part of tract C-031, as shown on the above referenced survey.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said City of Bentonville, Arkansas, its successors and assigns, forever.

And I, Michael Todd Maxwell, owner/member, Maxwell Construction, LLC, covenant that I am lawfully seized of said land and premises and that I will forever warrant and defend the title to the said lands against all legal claims whatever.

And I, Michael Todd Maxwell, owner/member, Maxwell Construction, LLC, for and in consideration of said sum of money do hereby relinquish and convey all my rights of dower, curtesy and homestead in and to said lands unto the said City of Bentonville, Arkansas.

WITNESS our hands and seals this 14 day of May, 2015.

MAXWELL CONSTRUCTION, LLC, an Arkansas
Limited liability company

By: 
Michael Todd Maxwell

Book 2015 Page 24910
Recorded in the Above
DEED Book & Page
05/15/2015

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF Washington §

BE IT REMEMBERED that on this day come before me, a Notary Public, within and for said County and State, duly commissioned and acting, personally appeared **Michael Todd Maxwell**, who acknowledged that he is **owner/member of Maxwell Construction, LLC, an Arkansas limited liability company**, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

WITNESS my hand and seal as such Notary Public this 14th day of May, 2015.

MY COMMISSION EXPIRES:

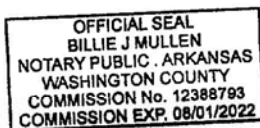
NOTARY PUBLIC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

Grantee or Grantee's Agent

Prepared by:
Clark & Spence
121 South Main Street
Bentonville, AR 72712

Send tax statements to:
City of Bentonville, AR
117 West Central Avenue
Bentonville, AR 72712



Benton County, AR
I certify this instrument was filed on
05/15/2015 8:14:51AM
and recorded in DEED Book
2015 at pages 24909 - 24910
Brenda DeShields-Circuit Clerk

Real Estate Contract (Commercial)



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FORM SERIAL NUMBER: 049751-900159-9735101

1. PARTIES: Crowhow LLC or assigns

(individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from City of Bentonville, Arkansas

(individually or collectively, the "Seller"), the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. ADDRESS AND LEGAL DESCRIPTION OF THE PROPERTY:

A. ADDRESS: Between SE D and SE D Streets south of SE 7th Street

B. FULL LEGAL DESCRIPTION: Approximately .88 acres of land. See the attached deed

3. PURCHASE PRICE: Buyer shall pay the following to Seller for the Property (the "Purchase Price")

\$1,046,463.00 payable as follows:

cash at closing based on a price per square foot of \$27.30 for 39,640 square feet. In the event that the Property conveyed contains more or less than 38,332 square feet, the Purchase Price shall be adjusted accordingly.

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4. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by ☒ general warranty deed ☐ special warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 17. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents that Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

5. TITLE INSURANCE: Buyer and Seller understand that Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s). Within 30 days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the Purchase Price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters that would interfere with Buyer's use or adversely affect the value of the Property, then within 14 days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within 14 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 14 day period, Seller fails to cure and/or waive such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within 14 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

- A. Terminate this Real Estate Contract by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- B. Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the Purchase Price; or
- C. Agree to extend the Closing date for 14 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the Closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after Closing, and shall pay all expenses related to the owner's title insurance policy.

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6. NON-REFUNDABLE DEPOSIT: The Non-Refundable Deposit (hereinafter referred to as "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this transaction. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. Paragraphs that constitute exclusive fault of the Seller include, but are not limited to, Paragraphs 5, 8, 11, 13B, 15B, 17, 18 or 20, as a termination pursuant to each of the listed paragraphs would cause Seller to forfeit the Deposit back to Buyer. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

☒ **A.** The Deposit is not applicable.

☐ **B.** Buyer will pay to Seller the Deposit in the amount of \$ _____

☐ i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller

☐ ii. Within three (3) business days following agreement to repairs on Inspection Repair & Survey Addendum; or

☐ iii. Other: _____

7. EARNEST MONEY: Earnest money is in the amount of \$ _____ ("Earnest Money"), which shall apply toward Buyer's Purchase Price or Closing Costs. If at least one or more of the conditions of Paragraphs 5, 13B, and 20 (if any) have not been fulfilled, performed or removed, Earnest Money shall be promptly refunded to Buyer. If Buyer fails to fulfill his obligations under this Real Estate Contract, or if after all conditions have been met Buyer fails to close this transaction, Earnest Money may, at the sole and exclusive option of Seller, be retained by Seller as liquidated damages. Alternatively, Seller may return Earnest Money and assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored upon first presentation to Buyer's bank. Buyer understands that failure to tender Earnest Money as required by this Paragraph 7 shall constitute a breach of this Real Estate Contract. Buyer and Seller agree that in the event of any dispute concerning entitlement to Earnest Money, Listing Firm may interplead Earnest Money into a court of competent jurisdiction, and upon such interpleading of Earnest Money, both Listing Firm and Selling Firm shall be released from liability to Buyer and Seller. Listing Firm shall be reimbursed for all costs and attorney's fees from the funds entered for interpleading.

☐ **A.** Earnest Money is tendered by Buyer in the form of ☐ cash ☐ check. If Earnest Money is tendered by check, it will be made payable to ☐ Listing Firm, ☐ Closing Agent _____ ☐ Other _____. Earnest Money will be deposited by Listing Firm no later than three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller.

☐ **B.** Earnest Money will be tendered by Buyer in the form of ☐ cash ☐ check. If Earnest Money is tendered by check, it will be made payable to ☐ Listing Firm, ☐ Closing Agent _____ ☐ Other _____. Earnest Money will be deposited within three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller. (If Earnest Money is not to be tendered within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller, see Paragraph 17.)

☒ **C.** No Earnest Money will be tendered. References to Earnest Money in this Real Estate Contract shall not be applicable and are deemed deleted.

The principal broker shall also be responsible and accountable for any funds delivered to an escrow agent selected by the principal broker, but shall not be responsible for funds delivered to an escrow agent selected by the parties.

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8. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 8A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

☒ **A.** A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor,

☐ showing property lines only ☒ ALTA Certified Survey

☐ showing all improvements, easements and any encroachments will be provided and paid for by:

☒ Buyer ☐ Seller ☐ Equally split between Buyer and Seller.

☐ **B.** No survey shall be provided.

☐ **C.** Other _____

Specific Survey Requirements: _____

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

9. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes and special assessments, rental payments and interest on any assumed loans shall be prorated as of Closing, unless otherwise specified herein.

10. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price. If any personal property is included in the Purchase Price it will be described in a separate exhibit attached hereto and incorporated by reference herein (hereinafter referred to as the "Personal Property"). The Personal Property does not include any software or related materials that Seller does not have the legal right to transfer or license to Buyer, and does not include any items leased to Seller under any operating contract. Seller agrees to execute a Bill of Sale at Closing transferring ownership of the Personal Property to Buyer.

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11. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) _____ (day) _____, (year) _____. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by Closing date (or any written extension thereof) the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Paragraph 7.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so that Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection, to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the party indicated below.

<u>Seller</u>	<u>Buyer</u>
Title Examination or search fees	Recording fees
Premium for owner's title insurance policy	Premium for mortgagee's title insurance policy
Preparation of conveyance documents	Preparation of loan documents
One-half of escrow fees	One-half of escrow fees
One-half of documentary stamps	One-half of documentary stamps
Other charges as customarily paid by Seller	Other charges customarily paid by Buyer
IRS Notification form	

This Real Estate Contract shall, unless otherwise specified in Paragraph 17 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 11 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

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12. POSSESSION: Possession of the Property shall be delivered to Buyer: (Check one)

☒ **A.** Upon the Closing (Seller's delivery of executed and acknowledged Deed).

☐ **B.** Other, as follows: _____

13. SELLER PROPERTY DISCLOSURE: (Check one)

☐ **A.** Buyer and Seller acknowledge that upon the authorization of Seller either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) _____ (day) _____, (year) _____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.

☐ **B.** Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract.

☐ **C.** Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. **BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.**

☒ **D.** Buyer understands no disclosure form is available and will not be provided by Seller. **BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.**

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14. ENVIRONMENTAL REPRESENTATION: Seller hereby represents to Buyer that to Seller's knowledge (unless otherwise disclosed herein):

- A. The Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
- B. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
- C. No hazardous or toxic substances have been stored, processed, or disposed of on the Property during the period that Seller has owned the Property; and
- D. No underground storage tanks are located on the Property.

15. TERMITE CONTROL REQUIREMENTS: (Check one)

- ☒ A. None
- ☐ B. Seller shall provide prior to Closing, at Seller's expense, a current termite control policy issued by a licensed operator, satisfactory to Buyer.

16. BUYER'S DISCLAIMER OF RELIANCE:

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. IN THE EVENT THAT THE INSPECTION, REPAIR AND SURVEY ADDENDUM IS USED, BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

17. OTHER:

This Real Estate Contract, and all the rights and obligations contained herein, may be assigned by Buyer prior to or at Closing.

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18. CONTINGENCIES: Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money and Buyer and Seller shall have no further obligation to each other unless otherwise provided in this Real Estate Contract.

Contingencies (check all that apply):

- ☐ **A.** Obtain satisfactory financing, in Buyer's sole discretion, within _____ days after acceptance.
- ☒ **B.** Obtain satisfactory results of a feasibility study, in Buyer's sole discretion, within 180 days after acceptance.
- ☒ **C.** Obtain satisfactory results of a Property inspection, in Buyer's sole discretion, within 180 days after acceptance.
- ☒ **D.** Obtain satisfactory results of an environmental report, in Buyer's sole discretion, within 180 days after acceptance.
- ☒ **E.** Obtain satisfactory rezoning, platting, re-platting, or zoning verification, in Buyer's sole discretion, within 180 days after acceptance.
- ☐ **F.** _____
within _____ days after acceptance.
- ☐ **G.** _____
within _____ days after acceptance.
- ☐ **H.** _____
within _____ days after acceptance.

Additional requirements related to any of above contingencies:

Closing shall be a date set by Buyer within 60 days of satisfaction of the Contingencies.

Seller agrees to have all utilities connected and turned on to Property.

Sellers hereby grant to Buyer, its agents and contractors, the right to enter upon the Property to make tests and/or inspections. If the Property is damaged by Buyer or Buyer's agents or contractors during Buyer's inspections or test of the Property, Buyer shall repair and restore the Property to substantially the same condition as existed prior to conducting the inspection and test. Buyer shall indemnify Seller and its agents and hold them harmless from any and all liability, damages, claims, expenses, including reasonable attorney's fees, judgments, proceedings and causes of action of any kind to the extent caused by Buyer's inspection and testing activities with such indemnity obligation expressly surviving Closing or termination of the Real Estate Contract for any reason.

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19. AGENCY: (Check all that apply)

- ☐ **A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges that Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and that it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller.
- ☐ **B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge that Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed that Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed that Selling Firm represents Buyer.
- ☐ **C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree that Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and that Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
 - (ii) by selecting this option 19C, Buyer and Seller acknowledge that when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
 - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed that Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- ☒ **D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges that Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and that it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.
- ☐ **E. NON-REPRESENTATION:** See attached Non-Representation Disclosure Addendum. If item E is checked it should be accompanied by a corresponding entry to Paragraph 32 B or C.

20. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Should the Property be damaged or destroyed prior to Closing, Buyer shall have the option to: (i) enter into a separate written agreement with Seller whereby Seller will agree to restore the Property to its condition at the time this Real Estate Contract was accepted, (ii) accept all insurance proceeds (in an amount not more than the Purchase Price with any proceeds in excess of the Purchase Price to remain the property of Seller) and the Property in its existing condition, or (iii) terminate this Real Estate Contract and recover the Earnest Money. Buyer and Seller agree any written agreement concerning option (i) or (ii) above shall be prepared only by licensed attorneys separately representing Buyer and Seller. Notwithstanding the choice selected in Paragraph 16, Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

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FORM SERIAL NUMBER: 049751-900159-9735101

21. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

22. SEVERABILITY: The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.

23. MERGER CLAUSE: This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.

24. ASSIGNMENT: This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.

25. ACCEPTANCE: The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.

26. TIME: Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.

27. ATTORNEY'S FEES: Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 27) that all prevailing parties shall be entitled to an award of all costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.

28. COUNTERPARTS: This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same. Electronic signatures shall be deemed original signatures and shall be binding upon the parties.

29. FIRPTA COMPLIANCE, TAX REPORTING: Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4) to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.

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Serial#: 049751-900159-9735101

Prepared by: William Ball | Cignus Real Estate | ramsay@cignusre.com |

Electronically Signed using eSignOnline™ [Session ID : 094f83f-251c-48b9-9386-fdc5b5cd0e73]

Form
Simplicity

Real Estate Contract (Commercial)



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FORM SERIAL NUMBER: 049751-900159-9735101

30. NOTICE: All notices, requests and other communications under this Agreement shall be in writing and shall be delivered in person, or sent by overnight courier or certified mail, return receipt requested, addressed as follows:

If to Seller: **City of Bentonville, Community Relations and Economic Development Office, 117 West Central Avenue, Bentonville, AR 72712**

With a copy to: **City of Bentonville, City Attorney's Office, 117 West Central Avenue, Bentonville, AR 72712**

If to Buyer: **Jay Howard, Howse Retail, 2714 Otis Corley Drive, Bentonville, AR 72712**

With a copy to: **Ramsay Ball, Cignus Real Estate, 224 SE 2nd Street, Suite 200, Bentonville, AR 72712**

Or at such other address, and to the attention of such person, of which the parties shall have given notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the second day after the date of the mailing thereof or the first day after being sent by overnight courier.

31. TAX DEFERRED EXCHANGE: Each party agrees to cooperate with the other, if requested in writing, to effect a tax deferred exchange under the provisions of the Internal Revenue Code of 1986, as amended, provided such exchange is without cost or expense to cooperating party, and the requesting party shall indemnify and hold the other harmless from and against any cost or expense or other liability, tax or action which may be incurred in connection with such exchange.

32. LICENSEE DISCLOSURE: (Check all that apply):

☐ **A.** Not Applicable.

☐ **B.** One or more parties to this Real Estate Contract acting as a ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License.

☒ **C.** One or more owners of any entity acting as ☒ Buyer ☐ Seller hold a valid Arkansas Real Estate License.

33. EXPIRATION: This Real Estate Contract expires if not accepted in writing by Seller on or before (month) **September** (day) **29**, (year) **2020**, at **5** ☐ (a.m.) ☒ (p.m.).

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Serial#: 049751-900159-9735101

Prepared by: William Ball | Cignus Real Estate | ramsay@cignusre.com |

Electronically Signed using eSignOnline™ | Session ID : 094f63f-251c-48b9-9386-fdc5b5cd0e73 |

Form
Simplicity

Real Estate Contract (Commercial)



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THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2020.

FORM SERIAL NUMBER: 049751-900159-9735101

The above Real Estate Contract is executed by Buyer on
(month) _____ (day) _____, (year) _____, at _____ ☐ (a.m.) ☐ (p.m.).

Cignus Real Estate

09/10/2020 6:53 AM CDT

Selling Firm

Signature: _____

Printed Name: **Ramsay Ball**
Principal or Executive Broker

Printed Name: **Jay Howard, Manager**
Buyer

Signature: _____

Signature: _____

Printed Name: **Ramsay Ball**
Selling Agent

Printed Name: _____
Buyer

The above Real Estate Contract is executed by Seller on
(month) _____ (day) _____, (year) _____, at _____ ☐ (a.m.) ☐ (p.m.).

Listing Firm

Signature: _____

Signature: _____

Printed Name: _____
Principal or Executive Broker

Printed Name: _____
Seller

Signature: _____

Signature: _____

Printed Name: _____
Listing Agent

Printed Name: _____
Seller

The above offer was ☐ rejected ☐ counter offered (Form Serial Number _____)
on (month) _____ (day) _____, (year) _____, at _____ ☐ (a.m.) ☐ (p.m.).

Seller's Initials

Seller's Initials

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Serial#: 049751-900159-9735101

Prepared by: William Ball | Cignus Real Estate | ramsay@cignusre.com |

Electronically Signed using eSignOnline™ | Session ID : 094f63f-251c-48b9-9386-fdc5b5cd0e73 |

Form
Simplicity

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A REAL ESTATE CONTRACT
WITH CROWHOW, LLC. FOR THE SALE OF CERTAIN
REAL PROPERTY IN THE CITY OF BENTONVILLE.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Real Estate Contract for the Sale of Real Property as more particularly described in the attached to Crowhow, LLC., in the amount of \$1,046,463.00 as set forth in the Real Estate Contract attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	479-271-5964

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Change Order #1 City Council approval for the SE Taxiway Airport project.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
This is a reduction in the total contract price to meet the eligible FAA grant funding amount. FAA grant will fund 100% of this project after these reductions in items.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memorandum

To: City Council, Mayor Orman
From: Dennis Birge, Transportation Director
Date: Monday, September 14, 2020
Re: SE Taxiway Project – Change Order #1



Staff recommends approval of a resolution allowing the Mayor to approve Change Order #1 to the contract with Tri-Star for the construction of the SE Taxiway extension. These is a reduction in cost and items to allow for 100% FAA grant funding to cover the cost of this project. These lighting items are not required at this time, and will be implemented in future projects.

Thank you and please do not hesitate to contact me with any questions or concerns at dbirge@bentonvillear.com or 479-271-5964.

Construction Contract Change Order									
Project: VBT Southeast Taxiway B Bentonville, AR Garver Job No. 19A13192					Change Order No. 1 Date Prepared: July 23, 2020 Prepared by: Chris Maestr, Garver				
Owner: City of Bentonville 117 W Central Ave Bentonville, AR 72712					Contractor: Tri Star Contractors, LLC 1910 Waukesha Rd Siloam Springs, AR 72761				
Description of Work Included in Contract Construction of approximately 1,800 linear feet of 35 foot wide asphalt parallel taxiway extension, including lighting and signage as shown on the plans and indicated in the specifications.									
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A. Negotiation of as-bid quantities and unit prices in order to reduce project scope to meet the grant budget.									
Attachments:									
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	SS-120-3.1	Construction Safety and Security	LS	1	\$20,000.00	1	\$21,000.00	\$20,000.00	\$21,000.00
A.	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	\$2,000.00	1	\$2,500.00	\$2,000.00	\$2,500.00
A.	SS-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	1	\$158,998.60	1	\$131,703.60	\$158,998.60	\$131,703.60
A.	P-152-4.2	Unsuitable Excavation (Stone Fill)	CY	9,600	\$43.00	9,695	\$43.00	\$412,800.00	\$416,885.00
A.	L-108-5.2	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	19,000	\$2.50	750	\$5.00	\$47,500.00	\$3,750.00
A.	L-108-5.3	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	14,000	\$2.50	1,050	\$5.00	\$35,000.00	\$5,250.00
A.	L-110-5.1	Concrete Encased Electrical Duct Bank, 2-Way 2-inch C, 24-inch Minimum Cover	LF	300	\$60.00	300	\$65.00	\$18,000.00	\$19,500.00
A.	L-110-5.2	Non-Encased Electrical Conduit, 1-Way 2-inch C	LF	12,500	\$7.00	0	\$7.00	\$87,500.00	\$0.00
A.	L-115-5.1	Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth	EA	6	\$1,000.00	6	\$1,100.00	\$6,000.00	\$6,600.00
A.	L-125-5.4	L-861T(L) Base Mounted Taxiway Edge Light, Installed	EA	101	\$1,700.00	0	\$1,700.00	\$171,700.00	\$0.00
Summation of Cost								\$959,498.60	\$607,188.60
Net Cost for this Change Order								(\$352,310.00)	
Estimated Project Cost					Time Change				
Original Contract Amount					Original Contract Start Date				
This Change Order					Original Contract Time (calendar days)				
New Contract Amount					Additional Calendar Days granted by this Change Order				
					New Contract Time (calendar days)				
					Suspended Time				
					New Construction Completion Date				
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS									
ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver			[Signature] Engineer's Signature		Senior Project Manager [Signature]		8-7-2020 Date		
ACCEPTED BY CONTRACTOR			[Signature] Title		President		8-7-2020 Date		
APPROVED BY OWNER			[Signature] Owner's Signature		Title		Date		



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	479-271-5964

Item Type: (Check All That Apply)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Budget Adjustment accepting funds awarded from FAA grant for the construction of the Airport's SE Taxiway Extension. This budget adjustment recognizes the grant to pay for the new contract amount in item 16a and Work Order #9 of the Garver Master Agreement.					

Estimated Cost	\$	1,816,875.00
Is this Item Budgeted?	☐ Yes ☒ No	
If no, please explain how item will be funded (briefly explain in space below):		
The \$1,813,874 FAA grant will cover all of the contract, except for \$3,001.00 that will need to be covered from the General Fund.		



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	9/22/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> To accept funds that have been awarded from FAA grant # 3-05-0006-015-2020 for application toward the construction of the Airport's SE taxiway extension project.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101650.00	33110.00	Federal Direct Grant	\$ 1,813,874.00	
101650.00	47390.00	Improv Other than Bldg/Other		\$ 1,816,875.00
			Totals	\$ 1,813,874.00 \$ 1,816,875.00
			Net Impact on Fund Balance	\$ (3,001.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				



117 West Central Avenue, Bentonville, AR 72712

www.bentonvillear.com

PLEASE RECYCLE





U.S. Department
of Transportation
Federal Aviation
Administration

Arkansas/Oklahoma
Airports District Office

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

July 13, 2020

Honorable Stephanie Orman
Mayor, City of Bentonville
Bentonville, AR 72712

Dear Mayor Orman:

Please find the following electronic Airport Improvement Program (AIP) Grant Offer, Grant No. 3-05-0006-015-2020 for Bentonville Municipal/Louise M Thaden Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual electronically signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than August 15, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the **executed grant** will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for the following:

- Delphi eInvoicing – Attach (upload) an invoice summary with each electronic grant payment request. Guidance and examples can be found in the *AIP Grant Payment and Sponsor Financial Reporting Policy* at:
http://www.faa.gov/airports/aip/grant_payments/media/AIP-Grant-Payment-Sponsor-Financial-Reporting-Policy.pdf
- Submitting FAA Form 5370-1, Construction Progress and Inspection Report, due within 10 days of the end of each quarter until construction is complete.

- Submitting a signed and dated SF-271, Outlay Report and Request for Reimbursement for Construction Programs, due 90 days after the end of each federal fiscal year in which this grant is open.
- A signed and dated SF 425, Federal Financial Report, due 90 days after the end of each federal fiscal year in which this grant is open.

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

Once the project(s) is complete and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

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

Sincerely,

A solid black rectangular box used to redact the signature of Glenn A. Boles.

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



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Federal Award Offer Date	<u>Jul 13, 2020</u>
Airport/Planning Area	<u>Bentonville Municipal/Louise M Thaden Field</u>
AIP Grant Number	<u>3-05-0006-015-2020</u>
Unique Entity Identifier	<u>075663237</u>
TO:	<u>City of Bentonville</u>
	<u>(herein called the "Sponsor")</u>

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application **dated June 25, 2020**, for a grant of Federal funds for a project at or associated with the Bentonville Municipal/Louise M Thaden Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bentonville Municipal/Louise M Thaden Field Airport (herein called the "Project") consisting of the following:

Construct Taxiway (Taxiway B South)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under **this Offer** is **\$1,813,874.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$1,813,874 for airport development

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before August 15, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor

must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects if funds are available;
 - C. May be increased by not more than 15 percent for land project if funds are available.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
 - C.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated March 2017, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.**23. Employee Protection from Reprisal.****A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the

offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

- 25. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

26. Project which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Glenn A. Boles

(Typed Name)

Manager, AR/OK ADO

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this July day of 15th, 2020.

City of Bentonville

(Name of Sponsor)

By: Stephanie Orman

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Charles R. Chadwick, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Fayetteville, AR (location) this 16th day of July, 2020

By: [Redacted Signature]

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.**
- The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.**
- It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.**
- In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.**
- In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Metropolitan Planning Organization.**
- In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

- 1) Describes the requests;
- 2) Provides an explanation as to why the requests could not be accommodated; and
- 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

3-05-0006-015-2020

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE	
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects	
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects	
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects	
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals	
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects	
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements	
150/5380-7B	Airport Pavement Management Program	
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness	pard



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-6840

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to enter into Addendum 3 to Master Development Agreement Global Home Office Project.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
No cost for the approval of this resolution.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: Monday, September 14, 2020

Re: Addendum #3 to the Master Development Agreement for Walmart Home Office

Staff recommends adoption of a resolution allowing the Mayor and City Clerk to enter into an addendum #3 to the Master Development Agreement for the Walmart Home Office project. WMHO is required to construct certain infrastructure on behalf of the City because of the City's planning and development regulations related to the project's impact on infrastructure. WMHO does not have the authority to acquire property as the City does using its eminent domain power and staff feels that it is appropriate for the City to be prepared to and to exercise that authority solely for the purpose of promoting the construction of infrastructure which will benefit the public as a whole.

Thank you and please do not hesitate to contact me with any questions or concerns at dbirge@bentonvillear.com or 479-271-5964.

ADDENDUM 3
TO
MASTER DEVELOPMENT AGREEMENT
GLOBAL HOME OFFICE PROJECT

EASEMENT AND RIGHT OF WAY ACQUISITION AGREEMENT

This EASEMENT AND RIGHT OF WAY ACQUISITION AGREEMENT (this "Addendum 3") is made as of the ____ day of _____, 2020 (the "Effective Date"), by and between the CITY OF BENTONVILLE, ARKANSAS, with offices at 117 West Central, Bentonville, Arkansas 72712 ("City") and WALMART INC., a Delaware corporation, with offices at 2001 SE 10th Street, Bentonville, Arkansas 72716 ("Walmart"). City and Walmart shall collectively be referred to herein as the "Parties."

W I T N E S S E T H

WHEREAS, Walmart and the City are parties to that certain Master Development Agreement-Global Home Office Project, dated July __, 2020 ("Master Development Agreement"), and pursuant to Section 1 of the Master Development Agreement this Addendum 3 is incorporated into the Master Development Agreement as an Addendum (as defined therein) for all purposes. Unless expressly set forth herein, the terms of the Master Development Agreement shall control;

WHEREAS, Pursuant to the Master Development Agreement, Walmart may construct certain public improvements ("Public Improvements") in and around the Global Home Office Project;

WHEREAS, to construct such Public Improvements, Walmart may need temporary construction easements, public easements or public rights of way (singularly herein an "Easement or Right of Way"); and

WHEREAS, the City agrees to obtain any Easement or Right of Way for construction of Public Improvements pursuant to the terms of this Addendum 3.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. Easement and Right of Way Acquisition. Upon notice ("Acquisition Notice") to the City by Walmart of any Easement or Right of Way necessary for Public Improvements, the City shall pursue the acquisition of such Easement or Right of Way. Following receipt of an Acquisition Notice, the City shall engage such appraisers as reasonably determined necessary by the City to appraise ("Appraisal") the value of any requested Easement or Right of Way. Walmart shall reimburse the City for all costs and expenses incurred by the City regarding any Appraisal within thirty (30) days' notice from the City. The City shall provide the Appraisal to Walmart for review. Following Walmart's review of an Appraisal, Walmart may elect, in Walmart's sole discretion,

for the City to acquire the Easement or Right of Way set forth in an Appraisal. In the event Walmart elects for the City to acquire any Easement or Right of Way following review of an Appraisal, the City shall thereafter promptly pursue the acquisition of the Easement or Right of Way, provided prior to the City acquiring the Easement or Right of Way, Walmart shall pay the City the amount of the agreed purchase price negotiated with the third party by the City. Walmart may approve, in Walmart's sole discretion, any proposed final negotiated price for any Easement or Right of Way. In the event the City is unable to negotiate an agreed purchase price with a third party for any Easement or Right of Way, then upon notice by Walmart, the City shall promptly pursue and complete condemnation proceedings to acquire such Easement or Right of Way and immediately take the Easement or Right of Way. As a condition to commencement of any condemnation proceedings Walmart shall pay the City the amount offered by the City for the Easement or Right of Way to deposit with the appropriate court as required by law, and thereafter reimburse the City for all reasonable costs and expenses incurred in such condemnation proceeding, including, without limitation, attorney fees and costs, witness and expert witness fees and costs, and any additional amount required to obtain said easement, whether a later negotiated amount or the amount determined by a court, including any applicable attorney fees, costs, and interest due the property owner. Such reimbursement to the City by Walmart will be paid as billed from time to time and will be paid within thirty days of the time statements of such fees, costs, and expenses are presented by the City to Walmart. While the City will attempt to seek input from Walmart with regard to any settlement before trial of any case filed to obtain an easement as contemplated herein, the City shall have final authority with regard to entering into such settlement.

2. Counterparts. This Addendum 3 may be executed in one or more counterparts, all of which shall be deemed one and the same agreement. Any counterpart delivered by, or on behalf of, either party hereto by fax transmission or other electronic delivery of an image file reflecting the execution thereof: (1) may be relied on by the other party as if the document were a manually signed original, and (2) will be binding on the signing party.

3. Headings and Recitals. Article, section and paragraph headings are for convenience only and may not be construed as part of the Master Development Agreement, any Addendums, or as a limitation on the scope of the particular sections. The above recitals are a material part of this Addendum 3 and incorporated herein for all purposes.

4. Entire Agreement. This Addendum 3, including the above Recitals which are incorporated herein, the Master Development Agreement and all other Addendums thereto contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Addendum 3, the Master Development Agreement and all other Addendums thereto sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Addendum 3 based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party, except as provided in the Master Development Agreement. Each party agrees that this Addendum 3 is the result of good faith arm's length negotiations.

5. Approval by City Council. The City's entry into this Addendum 3 is subject to the approval by the Bentonville City Council.

[Signature Page Follows]

IN WITNESS WHEREOF, this Addendum 3 has been executed on the date above written.

CITY:

CITY OF BENTONVILLE,
ARKANSAS

By: _____
Name: _____
Title: _____

WALMART:

WALMART INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO ADDENDUM 3 TO MASTER
DEVELOPMENT AGREEMENT GLOBAL HOME OFFICE PROJECT**

WHEREAS, the City has previously entered into a Master Development Agreement with Walmart, Inc., as well as two addendums related to a development known as the Global Home Office Project, and

WHEREAS, the Global Home Office Project will require Walmart, Inc. to construct public infrastructure on behalf of the City because of the City's planning and development regulations related to the project's impact on infrastructure, and

WHEREAS, Walmart, Inc. does not have the authority to acquire property as the City does using its eminent domain power and it is appropriate for the City to be prepared to and to exercise that authority solely for the purpose of promoting the construction of infrastructure which will benefit the public as a whole.

**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 Addendum 3 to the Master Development Agreement with Walmart, Inc. attached hereto as Exhibit "A."

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Engineering Department
Submitted by	Dan Weese
Phone	(479) 254-2024

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to enter into an agreement with Black Hills Energy Arkansas, Inc., for utility improvements and relocations related to the Town Vu Bridge Replacement project. The estimated cost provided within the agreement for the relocation of 220-ft of 4-in high pressure gas pipe is \$32,146.97.					

Estimated Cost	\$32,146.97
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
The item will be funded via Street Bond Account.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Monday, September 14, 2020

Re: Town Vu Bridge Replacement Utility Work Agreement with Black Hills Energy Arkansas, Inc.



Staff recommends City Council approval of a resolution authorizing the Mayor to enter into an agreement with Black Hills Energy Arkansas, Inc., for improvements and relocations necessary for the construction of the Town Vu Bridge Replacement Project.

The estimated cost of the improvements and relocations is \$32,146.97. These funds will come from the Street Bond Account. Please find the attached Utility Work Agreement for your reference.

Thank you for your consideration of this request. Please contact me at dweese@bentonvillear.com or 479-271-3168 with any questions or comments.



**UTILITY WORK AGREEMENT
(MUNICIPALITY)**

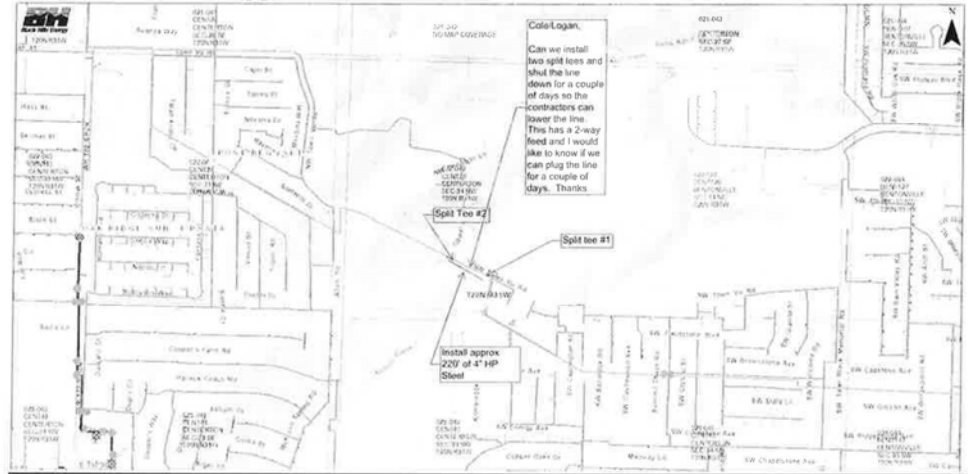
Municipality: City of Bentonville
Municipality's Address: 117 W. Central Ave
Job Location: Town Vu Replacement Project

This Utility Work Agreement ("Agreement") is made and entered into this 10th day of September, 2020, by and between City of Bentonville (hereinafter referred to as "Municipality"), and Black Hills Energy Arkansas, Inc. d/b/a/ Black Hills Energy (hereinafter referred to as "BHE").

WHEREAS, Municipality proposes to make certain improvements at the location designated above, and as a result of such improvements, BHE must adjust, enhance, locate, observe, and/or relocate certain of its existing facilities, or construct additional facilities; and

WHEREAS, in connection with Municipality's proposed improvements, Municipality wishes BHE to do the following:

Replace and relocate approx.. 220' of 4" HP Steel on the south side of Town Vu Rd. BHE will have Barrows Excavation doing work for the project. Starting GPS.36.3666384 - 94.2706423 and ending GPS 36.3669494 -94.2714604



(hereinafter referred to as the "Work"); and

WHEREAS, such Work is shown in detail in BHE's plans, sketches, estimate of cost, and specifications (when applicable), which are attached to this Agreement and made a part hereof; and

WHEREAS, Municipality agrees to pay for the cost of such Work to the extent herein agreed upon.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OTHER VALUABLE CONSIDERATION HEREIN ACKNOWLEDGED WITH REGARD TO THIS PROJECT, MUNICIPALITY AND BHE AGREE AS FOLLOWS:

1. Where applicable hereunder by reason of new utility occupancy or crossing of Municipality's property, Municipality hereby grants to BHE an easement or license to install and operate utility facilities on or across Municipality's property as shown on the approved plans or sketch maps attached hereto and made a part hereof. Prior to BHE beginning the Work, Municipality will, at no cost to BHE, furnish BHE with all necessary easements, rights of way and permits. Those easements, rights of way and permits shall release BHE from any and all claims for damage done to streets, land, fences, and crops arising out of the performance of the Work.



2. Where applicable hereunder by reason of new construction on existing utility rights of way, BHE hereby grants to Municipality the right to use for Municipality's purposes the lands within the limits of the improvement project limits on or across which BHE holds a valid property interest antedating Municipality's rights which were subsequently acquired in the same lands, and which property rights BHE shall retain so long as BHE, its successors or assigns continues such use and occupancy and does not abandon, and thereby release, such property interest to Municipality through removal of facilities in performing the Work or by subsequent removal of facilities for BHE's convenience; and Municipality hereby agrees that BHE, by granting said right and by said continued joint use and occupancy, does not waive any future claim for reimbursement for any costs as may be eligible for reimbursement by reason of such prior property interest, nor does BHE waive any other legal or property right held under the laws or Constitution of the State of Arkansas or the United States.

3. In the event that future construction, reconstruction, expansion, relocation, rehabilitation, betterment, maintenance, or other work on the facilities owned and operated by either Municipality or BHE in the area jointly occupied or used under either or both Paragraphs 1 or 2 of this Agreement will disturb, detrimentally affect, interfere, or be inconvenient to the facilities or responsibilities of either party, the parties hereto shall reach agreement in writing as to locations, extent, and methods of such work before the work is undertaken. In a case of emergency, and where immediate action is necessary for the protection of the public and to minimize damage to or loss of investment in the property of Municipality or of BHE, either party hereto may, at its own responsibility and risk, make any necessary emergency repairs, and shall notify the other party hereto of such action as soon as practicable.

4. The estimated cost of the Work is **\$32,146.97**. After it has completed the Work, BHE will bill Municipality for the actual cost of the Work. Municipality shall pay such invoice within 30 days of Municipality's receipt of the invoice. If Municipality fails to pay any such invoice within 30 days of receipt, the amount due under the invoice shall accrue interest at the rate of 10 per cent per annum until paid.

5. BHE will perform the Work, as described on the first page of this Agreement. BHE will endeavor to perform the Work within a reasonable time period, subject to applicable laws, rules and regulations of governmental authorities, and subject to any delay occasioned by lack of right of way, availability of materials and supplies, force majeure or events or conditions of whatsoever nature reasonably beyond BHE's control, and further conditioned upon the receipt of all required approvals and consents in form and substance acceptable to BHE. BHE shall not be obligated to



commence the Work unless and until, at no cost to BHE, all necessary easements and rights of way have been executed, acknowledged and delivered to BHE in a form acceptable to BHE.

6. Title to and ownership of facilities which are the subject of the Work shall forever be and remain exclusively and unconditionally vested in BHE. Municipality understands, acknowledges and agrees that Municipality shall have no title to, interest in, or ownership of those facilities.

7. It is mutually agreed by the parties hereto that the provisions of this Agreement pertaining to property rights, right of way occupancy permission, access for servicing when applicable, and joint use of rights of way shall continue in full force and effect from the date of this Agreement, and shall be perpetually binding upon each party, and its representatives, successors and assigns.

8. Municipality and BHE acknowledge that there are no agreements or understandings, either written or oral, between the parties related to the Work, other than as set forth in this Agreement, and that this Agreement (including any attachments hereto) contains the entire agreement between the parties regarding the Work.

9. This Agreement shall be governed in accordance with the laws of the State of Arkansas, the rules and regulations of the Arkansas Public Service Commission, and the Tariff of BHE. In the event of a conflict between this Agreement and any such laws, rules, regulations or Tariff, such laws, rules, regulations or Tariff shall control. Further, nothing contained herein shall void any applicable rule or regulation Municipality has with regard to BHE outside of this project.

10. In the event BHE is required to initiate litigation to enforce the terms and conditions of this Agreement, then BHE shall have the right to recover from Municipality BHE's costs and expenses of such litigation, including reasonable attorney fees.

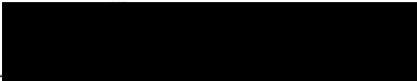
11. Municipality acknowledges that it has been afforded an opportunity to have its attorney review and explain the terms of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the date stated above.

BLACK HILLS ENERGY ARKANSAS, INC. City of Bentonville]

By:



Wes Ashton

By: _____

Its: Vice President--Arkansas Operations

Its: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
BLACK HILLS ENERGY FOR THE RELOCATION OF
GAS UTILITIES.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Black Hills Energy for the relocation of gas utilities related to the Town Vu Bridge Replacement Project, as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Inventory
Submitted by	Travis Matlock
Phone	(479) 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Request for City Council to approve the IFB-20-55- Line Item #50 Bid Award to Anixter, according to the corrected Bid Tabulation attached. Council previously approved the Line Item #50 Bid Award to Wesco during the August 11, 2020 Council Meeting; however, post-award a mathematical error was identified in Staff's calculation of the Line Item #50 per unit prices in the Anixter and Wesco bid submissions, resulting in identification that Anixter submitted the low-bid for this Line Item. The corrected pricing calculation resulted in a \$995.54 increase in the price per unit from what was previously approved. There are no other changes or issues in the IFB-20-55 Bid Award.					

Estimated Cost	\$2,986.62
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



MEMORANDUM

DATE: SEPTEMBER 22, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Fiber Material/Cable bid #IFB-20-55

The City of Bentonville recommends a modification to IFB 20-55 (fiber infrastructure materials). A post-award mathematical error was discovered on line item #50 (Active Fiber Cabinets) for both Anixter and Wesco. This error increased the cost from both vendors, but it caused the low-bidder of the item to switch from Wesco to Anixter.

The total cost of the change is an increase of \$2,986.62 (\$995.54 per unit) and the active fiber cabinet vendor will be Anixter.

This is a 2020 budgeted item, and with the increase will still be within budget. The construction side of this project will be placed out to bid in 2021.

BEUD PRIORITY ONE MATERIAL

Item #	Material Description	Unit	Quantity	Supplier	Part Number	Technique	Anixter	AECI	WESCO	Irby
1	288 ADS5 Fiber Optic Cable Dia. 0.323 Reed #6	Fl	8,231	AFL	DNA-33075	\$2.91	\$2.87	\$2.98	\$2.83	\$2.83
2	288 ADS5 Fiber Optic Cable Dia. 0.323 Reed #7	Fl	5,374	AFL	DNA-33075	\$2.91	\$2.87	\$2.98	\$2.83	\$2.83
3	288 ADS5 Fiber Optic Cable Dia. 0.323 Reed #8	Fl	6,870	AFL	DNA-33075	\$2.91	\$2.87	\$2.98	\$2.83	\$2.83
4	144 ADS5 Fiber Optic Cable Dia. 0.436 Reed #1	Fl	15,761	AFL	DNA-33174	\$1.45	\$1.43	\$1.49	\$1.43	\$1.45
5	144 ADS5 Fiber Optic Cable Dia. 0.436 Reed #2	Fl	15,417	AFL	DNA-33174	\$1.45	\$1.43	\$1.49	\$1.43	\$1.45
6	144 ADS5 Fiber Optic Cable Dia. 0.436 Reed #3	Fl	19,054	AFL	DNA-33174	\$1.45	\$1.43	\$1.49	\$1.43	\$1.45
7	144 ADS5 Fiber Optic Cable Dia. 0.436 Reed #4	Fl	20,969	AFL	DNA-33174	\$1.45	\$1.43	\$1.49	\$1.43	\$1.45
8	144 ADS5 Fiber Optic Cable Dia. 0.436 Reed #5	Fl	12,776	AFL	DNA-33174	\$1.45	\$1.43	\$1.49	\$1.43	\$1.45
9	48 ADS5 Fiber Optic Cable Dia. 0.423 Reed #9	Fl	12,000	AFL	DNA-33039	\$0.66	\$0.65	\$0.80	\$0.66	\$0.66
10	Formed Wire Dead End For 288 ADS5	Ea	29	PIP	287203C1E1	\$37.00	\$36.53	\$37.31	\$36.53	\$36.10
11	Tangent For 288 ADS5	Ea	103	PIP	4450105	\$23.00	\$23.76	\$28.80	\$23.76	\$27.85
12	Formed Wire Dead End For 144 ADS5	Ea	148	PIP	287203C1E1	\$34.00	\$33.39	\$34.05	\$33.39	\$32.95
13	Tangent For 144 ADS5	Ea	320	PIP	4450100	\$26.00	\$25.76	\$26.27	\$25.76	\$25.42
14	Formed Wire Dead End For 48 ADS5	Ea	41	PIP	2872002C1E1	\$37.00	\$36.53	\$37.31	\$36.53	\$36.10
15	Tangent For 48 ADS5	Ea	18	PIP	4450099	\$23.00	\$23.22	\$28.77	\$23.22	\$27.85
16	1.25" Communication Standoff Bracket, 12"	Ea	14	Hubbell	1CSM12	\$29.70	\$28.42	\$31.35	\$28.42	\$30.17
17	Tangent Suspension Assembly For 288 ADS5 (Used with Standoff Bracket)	Ea	11	PIP	44502005-S	\$35.00	\$34.66	\$35.34	\$34.66	\$34.20
18	Tangent Suspension Assembly For 144 ADS5 (Used with Standoff Bracket)	Ea	4	PIP	44502005-S	\$35.00	\$34.66	\$35.34	\$34.66	\$34.20
19	Cable Storage (Shelf Only)	Ea	31	PIP	8034072	\$150.00	\$148.13	\$149.42	\$148.13	\$146.11
20	Cable Storage (6.5"X17" Dome) Includes Storage Bracket and Dome Bracket	Ea	9	PIP	8034066	\$170.00	\$171.53	\$172.99	\$171.53	\$169.31
21	9.5"X19" Dome Mounting Bracket Kit (Order Cable Storage Separately)	Ea	3	PIP	80812745	\$71.20	\$69.83	\$70.43	\$69.83	\$68.92
22	1.25" Steel Banding (100' Roll)	Fl	1,408	Maarten	MAR432	NO BID	\$0.85	\$2.98	\$0.95	NO BID
23	1.25" Steel Band Bolt & Clamp	Ea	128	Maarten	MAR504	NO BID	\$11.80	\$15.97	\$11.80	NO BID
24	Any Combination	Ea	83	AFL	FDQA-B4B4D	\$22.70	\$23.24	\$22.50	\$23.24	\$30.62
25	Download Clamp Wood Pole two 288 ADS5	Ea	17	AFL	FDQA-B888D	\$23.60	\$23.24	\$25.10	\$23.24	\$30.62
26	Download Clamp Steel Pole 48ADS5 and 144ADS5 Any Combination	Ea	17	AFL	FDQA-B4B4A	\$23.60	\$29.00	\$31.00	\$29.00	\$30.62
27	Download Clamp Steel Pole two 288 ADS5	Ea	11	AFL	FDQA-B888A	\$28.40	\$29.00	\$31.00	\$29.00	\$30.62
28	Quartzite Traffic Cabinet Base For Passive Cabinet	Ea	2	Quartzite	PB0041218B24	\$951.00	\$899.80	\$789.00	\$599.90	NO BID
29	3" 3 Cell Maxcell	Fl	7,224	Maxcell	MAE6423815200	\$2.95	\$2.27	NO BID	\$2.27	NO BID
30	1.25" Corrugated Inconduit - Orange (250' Standard length)	Fl	1,213	Carlon	ASD251JNMB2508	NO BID	\$0.65	NO BID	\$0.65	NO BID
31	Tracer Wire 14AWG Polyethylene Insulation	Fl	5,818	PIP	COY09198-000	\$245.00	\$0.07	\$0.09	\$0.07	NO BID
32	Splice Closure 288 capacity 3.5" X 19"	Ea	11	PIP	8026944	\$160.00	\$238.38	\$296.56	\$293.38	\$290.18
33	Splice Closure 144 capacity 6.5" X 19"	Ea	14	PIP	8026944	\$160.00	\$160.44	\$162.35	\$160.24	\$158.86
34	Splice Tray 24 Splice Count	Ea	194	PIP	80269958	\$13.87	\$19.43	\$13.88	\$19.43	\$19.23
35	Heat Shrink Single Fusion Splice - 12 Pack	Pk	364	PIP	8023509	\$5.62	\$6.80	\$6.89	\$6.50	\$6.40
36	288 Port Termination Panel Fully Loaded 11C	Ea	3	CommScope	FPX-51RP02-1382	\$4,273.00	\$4,414.05	\$4,539.00	\$4,474.95	NO BID
37	144 Port Termination Panel Fully Loaded 11C	Ea	1	CommScope	FPX-31RP02-442	\$2,124.00	\$2,173.75	\$2,347.00	\$2,173.75	NO BID

BEUD PRIORITY ONE MATERIAL										
Item #	Material Description	Unit	Quantity	Supplier	Part Number	Teeline	Anixter	AECI	WESCO	Itby
38	288 Port Termination Panel Fully Loaded LC with CSP Cable Stub	Ea	8	CommScope	PPK-1FS2/09-5023	\$4,074.00	\$4,168.39	\$4,310.00	\$4,168.39	NO BID
39	48 Port Termination Panel Fully Loaded LC with CSP Cable Stub	Ea	2	CommScope	PPK-1FS2/04-5023	\$868.00	\$826.99	\$874.11	\$826.99	NO BID
40	24 Port Termination Panel Fully Loaded LC with CSP Cable Stub	Ea	5	CommScope	PPK-1FS2/02-5023	\$765.00	NO BID	\$850.00	NO BID	NO BID
41	24 Port Wall Mount Termination Panel Fully Loaded SC	Ea	7	CommScope	FDI-0N124NMB0000	\$688.88	\$688.88	\$730.42	\$688.88	
42	Horizontal Cable Management	Ea	7	CommScope	760072959 HTR-19-55-2U	\$42.20	\$37.30	\$51.00	\$37.30	
43	Banding Bracket Kit	Ea	118	PLP	710010745-B1	\$11.70	\$11.46	\$11.98	\$11.46	\$11.31
44	Guy Hook Arms Head	Ea	45	MPS	PL36AAW	\$4.22	\$3.62	NO BID	\$3.62	\$3.56
45	Spiral Vibration Damper	Ea	27	PLP	50502274	\$5.35	\$5.26	\$5.70	\$5.26	\$5.18
46	12" Cabinet Base	Ea	1	DOB	CB-2-DXC	NO BID	\$389.98	NO BID	\$389.98	\$531.00
47	TERMINAL BLOCK BARRIER STRIP 4 POSITION	Ea	29	Cinch	4142	NO BID	\$1.83	NO BID	\$2.83	NO BID
48	12 Port for Traffic Cabinet	Ea	7	Mullinix	FWM-2K-PH	NO BID	\$79.03	NO BID	\$79.03	NO BID
49	FIBER CABINET PASSIVE SINGLE BAY, 50" TALL X 25" WIDE X 25" DEEP, CUTOUT IN FLOOR OF ENCLOSURE LEAVING A 3" UP, SET OF 10" EIA RACKING RAILS, SET OF 4 HOOKS, SET OF 2 WIND LOCKS, PAINTED DOB-CREAM	Ea	1	DOB	70-500XC, (1) 2P-BTK CUTOUT, (1) B-2-50, (1) HOOKS-DXC, (2) 22-SID-WIND-LCK	NO BID	\$1,701.72	NO BID	\$1,701.55	\$7,038.00
50	FIBER CABINET ACTIVE, DUAL BAY, 50" TALL X 25" WIDE X 25" DEEP, CUTOUT IN FLOOR OF ENCLOSURE LEAVING 3" UP ON BOTH SIDES, 4000BTU/HR COOLING SYSTEM INSTALLED ON LEFT FRONT DOOR, INSULATION INSTALLED, 200A 3PH/3W LOAD CENTER WITH 2 QUAD RECEPTS ON SEPARATE 20A BREAKERS, LED LIGHTS INSTALLED OVER ALL DOORS, GROUND BAR INSTALLED ON EACH SIDE OF EACH BAY, TWO SETS OF 19" EIA RACKING RAILS, ALARM CONTACTS ON ALL FOUR DOORS	Ea	3	DOB	200-500XC with (2) 2P-BTK CUTOUT, (1) ACP-4000-N28-110, (1) 200-1HS(1) LC-200, (4) 22-LED LIGHTBAR, (4) VAB-GROBR, (2) BR-2-50, (2) 222-507-AMS-39-X03	NO BID	\$6,334.46	NO BID	\$6,334.46	\$8,879.44
50	CORRECTED PRICING FOR LINE ITEM 50	"	"	"	"	NO BID	\$7,330.00	NO BID	\$7,330.14	\$8,119.44
VENDOR TOTALS						\$61,367.60	\$109,232.14	\$3,445.50	\$68,600.99	\$91,220.56

Anixter and WESCO had the exact same price for 15 items. In an effort to be equitable, items were awarded as follows:

Anixter - Items 6, 7, 11, 23, 26, 29, 50

WESCO - Items 4, 5, 8, 30, 31, 42, 46, 47, 48

Denotes low bid

Denotes tie, but awarded to other vendor



Agenda Item Form

Date of City Council Meeting	9/22/2020
Department	Police Department
Submitted by	Jon Simpson
Phone	(479) 271-3173

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to approve and adopt a new policy for the Bentonville Police Department. This new policy is designated as General Order 18, Body Worn Cameras. The policy directs officers and supervisors in the proper use and maintenance of body-worn cameras, as well as directing how video will be utilized as a quality control mechanism and as evidence. The policy submitted is based upon model policies made available to all Arkansas law enforcement agencies by the Arkansas Association of Chiefs of Police. These model policies were developed in partnership with numerous state agencies to include the Arkansas Municipal League and the Arkansas Attorney General's Office, as well as the Arkansas Commission on Law Enforcement Standards and Training. The policy, as submitted, was formatted to fit our existing policy manual and also received review to ensure comparison to other local jurisdiction body-worn camera policies. See attached policy, General Order 18.					

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



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
 PLEASE RECYCLE



Bentonville Police Department

General Order 18
BODY- WORN CAMERAS

Effective Date: November 1, 2020
Annual Review Date: September
Issuing Authority: Jon Simpson, Chief of Police

PURPOSE

The purpose of this policy is to direct officers and supervisors in the proper use and maintenance of **Body- Worn Cameras (BWC)** as well as directing how video will be utilized as a quality control mechanism and evidence.

POLICY

It is the policy of this department to provide officers as designated by the Chief of Police with body-worn cameras as feasible. Officers shall activate the body-worn camera when such use is appropriate to the proper performance of his or her official duties, where the recordings are consistent with this policy and law. The policy does not govern the use of surreptitious recording devices used in undercover operations or in-car-video covered under separate policy or directive.

Definitions:

Law Enforcement Contact: A law enforcement contact within the meaning of this policy is any contact or activity whereby an officer stops a person's movement by a means intentionally applied or conducts any activity requiring probable cause, reasonable suspicion, or consent to form the legal basis for the conduct. A law enforcement contact or activity does not include mere conversation or other contact outside the scope of a law enforcement purpose which such contact does not require any legal basis.

ASSOCIATED DOCUMENTS

Applicable State Statutes: N/A
CALEA Standard: 41.3.8 In-car Audio/Video/Body-Worn
Related Policies: General Order 16 Biased Law Enforcement Practices
General Order 17 Use of Mobile Video/Audio Recording Equipment

PROCEDURES

18.1 Use of Equipment

Officers using body-worn camera equipment shall be trained in its use, maintenance, and required documentation and storage of such recordings.

Officers using body-worn camera equipment will test such equipment at the beginning of each tour of duty or special event to ensure proper operation and required battery life.

Improperly functioning equipment shall be reported to the immediate supervisor or other reporting mechanism established by this department for purpose of replacement or repair.

Officers assigned body-worn cameras are required to wear such devices unless otherwise directed by the Chief of Police or their designee or other unforeseen circumstances prevent the wearing of the device. Body-worn cameras will be worn on the officer's body in a manner that will optimize the recording of the events.

Body-worn camera activation is limited to situations involving official police activities authorized by law or court order, including consensual citizen encounters and investigation of law violations. Officers are authorized to record events when the officer is a party to the conversation, or when an individual is in custody and there is generally no expectation of privacy. Officers will audibly and video-graphically record, as feasible, the following events but not limited to:

- traffic and pedestrian stops
- all transports excluding ride-alongs
- investigative stops
- foot pursuits
- detentions, arrests, searches, and seizures
- consensual encounters
- verbal witness/suspect statements
- Miranda warnings, arrestee interviews
- when directed by a supervisor
- when arriving at law enforcement events and/or citizen contacts initiated by other officers, and
- other incidents the officer reasonably believes should be recorded for law enforcement purposes.

Officers will make reasonable efforts to ensure the body-worn camera recording equipment is accurately capturing events. Officers are prohibited from turning off the body-worn camera during any citizen contact or law enforcement event unless otherwise authorized by this policy, and officers shall not erase, alter, modify, or tamper with body-worn camera recordings.

Recording shall continue until the law enforcement event or citizen contact is completed and the citizen involved departs or the officer discontinues his or her participation in the law enforcement event or citizen contact by leaving the scene.

In the event the officer deems it necessary to stop recording or becomes aware that a recordable event was not recorded, the officer will document such event.

While working vendor paid details or extra duty employment, and wearing a duty or bicycle uniform, officers should wear a body-worn camera. Officers shall ensure the camera is fully charged and ready for use when returning to duty.

If a body-worn camera is damaged, lost, or stolen the officer shall submit a memorandum through the chain of command.

18.2

Issues Related to Privacy

Body-worn cameras should not be activated when: the officer is on break, engaged in personal activities, involved with citizen encounters outside the scope of a law

enforcement contact or purpose, or when the officer is in a location under circumstances requiring a respect for an expectation of privacy such as a restroom, locker room, or other area when people are exposed or otherwise compromised state. However, should exigent circumstances develop where the need to record an event outweighs any privacy concern, the officer will activate the device where feasible to do so.

Body-worn cameras will not be activated when encountering undercover officers or confidential informants and such encounters should not be recorded.

When entering a residence that requires the consent of the resident, officers will inform the resident that he or she is wearing an activated recording device and request permission to continue recording the encounter. If the resident wishes not to be recorded in the interior of their home, Officers will document that desire via the body-worn camera and turn off the device for the remainder of the contact. However, should exigent circumstances develop where the need to record the event outweighs any privacy concern, the officer will reactivate the device where feasible to do so irrespective of the resident's desire.

When legally entering a residence without the consent of the resident, such as serving a warrant or exigent circumstances, recordings will be made of the incident until its conclusion

The body-worn camera will not be activated during personal or administrative conversations between officers, or between officers and supervisors.

18.3 Deactivation/Non-Activation/Muting of Body-worn Camera

Officers will only deactivate or not activate the body-worn camera during an incident when authorized by policy.

Officers shall properly document reason for deactivation by entering an audio explanation prior to deactivation and including the reason in the CAD incident narrative or case report.

Officers have discretion on deactivating the body-worn camera under the following circumstances:

- In places where reasonable expectations of privacy exist (i.e. bathrooms, dressing rooms, locker rooms, etc.)
- No strip or body cavity searches will be recorded.
- When at a crime scene, the body-worn camera may be manually deactivated when the scene is no longer active, and the deactivation is approved by a department supervisor.
- Officers may deactivate or not activate the body-worn camera when dealing with reluctant witnesses or victims.
- Upon approval from any supervisor.
- When discussing sensitive tactical or law enforcement information away from citizens, or when obtaining confidential information, officers can utilize the mute function on the body-worn camera.
- Other deactivations / non-activations may occur when officers experience equipment malfunctions, when officers do not have a reasonable amount of time to activate their body-worn cameras, or in places where reasonable expectations of privacy exist (i.e. bathrooms, dressing rooms, locker rooms, etc.).

18.4

Electronic storage

Original digital files from a body-worn camera will be downloaded and stored on a designated network server or other electronic network storage.

Officers will make reasonable attempts to download video/audio files before the end of each shift.

Non-evidentiary video/audio recordings will be maintained in electronic storage or the network server for a period of time as directed by the Chief of Police or their designee but in no case will be held less than any required amount of time pursuant to the Arkansas Freedom of Information Act or court decision related thereto.

It is important that Officers understand that video/audio recordings determined to be evidentiary in any criminal or civil proceeding be handled properly. These video/audio recordings shall be assigned the appropriate classification category and associated with the proper incident/case number. Recordings shall be uploaded to the network server. Documentation of the existence of a recording shall be documented via police report and/or other procedures established by this department. Recordings will be maintained in accordance with Arkansas law related to police municipal records as outlined in ACA 14-2-204. Recordings known to pertain to civil matters will be maintained for a minimum of three years or until such a time as the civil matter is resolved and all time for appeal has exhausted.

All recording media, recorded images, and audio recordings are the property of this department. Dissemination outside the department for reasons other than criminal prosecution is strictly prohibited without specific authorization of the Chief of Police or designee.

Malicious destruction or deletion of video and audio files is prohibited.

All video and audio files are subject to open records request as allowed by Arkansas law.

Electronic media will be stored in a manner designated by the department.

Video shall not be reproduced without the express authority of the Chief of Police or their designee.

First line supervisors shall review a recorded event of each officer under his or her supervision at least twice per month. The supervisor will log this review in the "video review database" (database to be implemented under the officer's name). Thus, each officer will have at least two notations of review in any given (30) thirty-day period.

Supervisors will use these reviews as a quality control measure. Following such a review, the supervisor will hold a meeting with the officer and provide the officer with either positive reinforcement or constructive criticism with respect to the stop reviewed. Constructive criticism may relate to officer safety issues, demeanor, policy issues or legal issues related to the stop as well as any other supervisory observation relative to performance.

If upon review, the supervisor finds that corrective action is necessary regarding an officer's conduct, the direct supervisor may take the necessary action and bring the matter to the attention of his/her direct supervisor. In such cases, a special body-worn camera review schedule should be implemented with respect to that particular officer for a set duration in order to ensure compliance with the corrective action.

In cases of median and serious infractions requiring disciplinary actions and after review of all information regarding the incident, the Chief of Police or designee, shall determine the proper disciplinary action. In such cases, a special body-worn camera review schedule shall be implemented with respect to the particular officer for a set duration in order to ensure compliance with the corrective action.

When an officer makes a video of any transaction covered by this policy and a citation is issued or an arrest is made, the officer shall note on the uniform citation that a body-worn camera and/or dash camera recording is available.

18.5 Body-Worn Camera Evidentiary/Administrative Procedures

When an officer becomes aware that a body-worn camera recording contains potential evidence of a criminal or administrative matter, the officer is required to ensure the video is uploaded to the network server (or other storage medium) and document such recording via police report and/or other procedures established by this department.

When a body-worn camera recording related to evidence of a criminal or administrative matter is recorded, the evidence custodian will ensure the video is uploaded to the network server or other electronic media and disseminated per department procedures.

Where there is any indication that the body-worn camera may contain "*Brady v. Giglio*" material, that recording must be saved and turned over to the prosecutor assigned to the case in accordance with the "Duty to Disclose" policy of this department.

Civilians shall not be allowed to review recordings except as approved by the Chief of Police or their designee, through the process of evidentiary discovery and/or F.O.I.A. request.

Prosecutors may be granted access to video management solution by the Administration Division Captain or his designee. Defense attorney requests should be made through the appropriate court prosecutor or Freedom of Information Act (FOIA).

18.6 Recording Control and Management

All video recordings will be assigned the appropriate classification category (see below) and associated with the proper incident/case number. The recording "Note" field should include sufficient information to identify the file and notes (if applicable). The assigned classification will determine the duration of retention of the recording.

Additionally, if the body-worn camera is manually turned off or not given a classification in the field, or the body-worn camera was not in use in conjunction with the vehicle dash camera system, officers must assign the appropriate classification and incident/case number to the recording utilizing the "back-end client."

Reports that have been assigned to the Criminal Investigations Division should be verified by the assigned detective that the body worn camera, dash-camera, or interview room has been classified appropriately for the case and proper retention

Categories and associated retention rates as implemented by system administrator:

-**Test** (30 days) – This category is only for documenting the inspection and test of the body-worn camera. Employees are required to manually tag these videos.

-**Uncategorized** (7 years) – This is a default category for body-worn camera videos that are not categorized. Supervisors should make every effort to review why particular videos were not categorized.

-**Non-Traffic Investigation** with **No Action** (1 year) - Incidents that do not result in police action, circumstances with no known criminal offense, or minor incidents where prosecution is not required.

-**Training** (90 days) – This category is only for practical training exercises that need to be kept and documented for department training.

-**Criminal Case-Misdemeanor** (4 years) - All misdemeanor criminal investigations, reports and arrests, MVA, traffic stops (other), traffic stop (citation), DWI's, and Pursuits.

-**Death Investigation** (7 years) – All death investigations not categorized as homicides. Employees should document all death investigations in this category. Criminal Investigation Division supervisors will be responsible for tagging the videos in another category if appropriate.

-**Criminal Case-Felony** (7 years) - All felony criminal investigations, reports, and arrests.

-**Permanent** (Permanent) - Officer involved shootings and homicides. Supervisors in the Criminal Investigation Division and Administration will manually tag the officer involve shooting and homicide videos.

-**Restricted** (Indefinite) -Videos under administrative review or classified **Internal Affairs**. The Administrative Captain or designee will manage videos in this category.

-**Interview Room** (6 months)- Interviews conducted in interview rooms at the police department require an officer to classify the video with the appropriate CLASSIFY tag and case number if needed outside of the 6-month period. ie- login to backend client and classify interview room 1 to criminal case-misdemeanor with appropriate case number for proper retention.

-Narcotics and CID only (3 years) -all narcotics and CID only classifications will be retained for 3 years if not reclassified as Criminal Case-Misdemeanor or Criminal Case-Felony.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING CERTAIN AMENDMENTS
TO THE POLICY AND PROCEDURE MANUAL FOR THE
BENTONVILLE POLICE DEPARTMENT.**

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

Section 1: That the Policy and Procedure Manual for the Bentonville Police Department be amended to include General Order 18, Body Worn Cameras, as set forth in the attached Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	9/8/2020
Department	Parks and Recreation
Submitted by	Crant Osborne, Parks Maintenance Operations Manager
Phone	(479) 271-3190

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Council approval of Bid Award IFB-20-39, in the amount of \$95,492, to Multi-Craft Contractors to replace two failing pool heaters at the Bentonville Community Center.					

Estimated Cost	\$95,492
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
Budget adjustment request from general fund.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Crant Osborne, Parks Operations Manager
Date: August 25, 2020
Re: Bid Award, in the amount of \$95,492 to Multi-Craft Contractors, Inc. to replace pool heaters at the Bentonville Community Center.

Parks and Recreation Staff is requesting City Council's approval to award bid IFB-20-39 to Multi-Craft Contractors, Inc. in the amount of \$95,492 to replace two failing electric pool heaters with natural gas units at the Bentonville Community Center.

The two pool heaters at the Bentonville Community Center run 24/7 three hundred and sixty five days a year. The existing electric units are heavily taxed and have become difficult to maintain and keep running. We have had to shut the pools down several times in the past 18 months due to the heaters not working and maintaining the desired temperature while awaiting repairs. The pools are a huge attraction to the Community Center and when they are closed, it shuts down 40% of the building. In 2019 we spent \$15,970 in repairs to the units and YTD 2020, \$11,390 for a total of \$27,365.

These units are not budgeted. We discussed it during the 2020 budget process but hoped we could get through 2020 with the existing units and replace in the 2021 budget year. However, one unit has developed a leak that cannot be repaired and has become a safety hazard as well as costly repairs to keep it going. We reached out to engineers, HVAC specialist etc. and all of them recommended that we replace the electric units with natural gas units. I reached out to Blackhills Energy and they have an existing distribution line in the subdivision just west of the BCC and would run a gas service to the building at no charge.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email cosborne@bentonvillear.com.

Attachments:
Bid Tabulation



ALL BID TOTALS WILL BE CALCULATED AND A FINAL BID TABULATION WILL BE SENT VIA EMAIL.

SECTION 00 42 13
PROPOSAL FOR LUMP SUM CONTRACT

PLACE Bentonville City Hall – 117 W Central Ave., Bentonville, AR, 72712 (2nd Floor
Conference Room)

DATE & TIME May 7, 2020 at 1:00 PM June 29, 2020 at 1:30 PM

PROJECT Pool Heater Replacement, Bentonville Community Center, Bentonville, AR

PROPOSAL OF Multi-Craft Contractors, Inc.
(Hereinafter called the "Bidder")

A Corporation, organized and existing under the laws of the State of Arkansas

A Partnership consisting of ---

An individual trading as ---

TO: City of Bentonville

Gentlemen:

The undersigned, in compliance with your invitation for bids for the replacement of Pool Heaters at the Bentonville Community Center, Bentonville, AR, having examined the plans and specifications with related documents, and having visited the site of the proposed work within the past seven (7) days, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby propose to furnish all labor, materials, supplies, etc., and to construct the project in accordance with the contract documents within the time set forth therein and at the prices stated herein, to cover all general construction work, including plumbing, mechanical and electrical. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

I/We acknowledge receipt of the following Addenda:

(Arkansas public bid statutory requirement: Bidder must acknowledge all addenda issued by addendum number)

# 01	Dated 6/19/2020
#	Dated
#	Dated
#	Dated

Base Bid Proposal for General Construction:

DOLLARS (\$95,491.92)

(Arkansas public bid statutory requirement: Bidder must enter bid amount in numerical format)

00 42 13-1
Pool Heater Replacement
Bentonville Community Center
Bentonville, AR

COMPLETION TIME: All work shall be completed within Ninety (90) calendar days after the date noted in Contract.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

CONDITIONS:

- A. It is agreed that if awarded the Contract, a period of time not to exceed sixty (60) days shall be allowed the Owner in which to determine the manner in which to award or not award the contract.
- B. It is further agreed that if awarded the contract, the undersigned will execute the contract and commence work within seven (7) calendar days, and will fully complete the work ready to use, not later than the time stipulated.

DECLARATION:

- A. The Undersigned hereby declares that he has carefully examined the Invitation and Instructions for Proposals, the Drawings and Specifications, has visited the actual location of the work and has consulted his sources of supply, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal, he waives all right to pleas of any misunderstanding regarding the same.
- B. It is the intent of the requirement to visit the site within seven days of bid opening that the bidder familiarize himself/herself with the site/existing building, review existing conditions, and that his bid reflects same.

FIRM Multi-Craft Contractors, Inc.

BY

[Redacted Signature]



(Arkansas public bid statutory requirement: Bidder must sign in space provided above) Arkansas

PRINTED NAME & TITLE Hex Bisbee

TITLE CFO

DATE June 24 2020

NOTE: If bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

Arkansas State Contractor's License No. 0025810521

(Arkansas public bid statutory requirement: Bidder must provide current State Contractor's number)

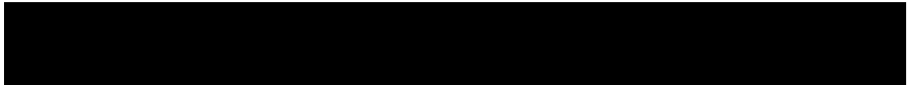
00 42 13-2
Pool Heater Replacement
Bentonville Community Center
Bentonville, AR

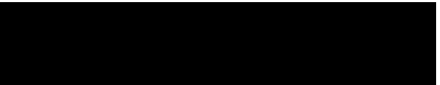
CONTRACTOR'S AND RESIDENT OR NON-RESIDENT LOCAL AGENT'S
AFFIDAVIT OF QUALIFICATIONS

Comes now Multi-Craft Contractors, Inc., hereinafter
called "CONTRACTOR" and McGuff Insurance
hereinafter called "RESIDENT OR NON-RESIDENT LOCAL AGENT", and after being duly
sworn states under oath and under penalty of perjury that they have independently examined the
status of the bonding company providing the performance bond for the contract entered into
between CONTRACTOR and CITY OF BENTONVILLE on the 19th day of
May, 20 20, and state that each has independently examined the status
of the proposed bonding company and states that the proposed bonding company is qualified and
authorized to do business in the State of Arkansas.

The RESIDENT OR NON-RESIDENT LOCAL AGENT further affirms that he is
licensed by the Arkansas Insurance Commissioner to represent the surety company executing the
bond and files herewith the agent's power of attorney as his authority.

FURTHER AFFIANTS SAITH NOT.


CONTRACTOR


RESIDENT LOCAL AGENT

00 21 16-6
Pool Heater Replacement
Bentonville Community Center
Bentonville, AR



Lochinvar®
HIGH EFFICIENCY BOILERS & WATER HEATERS

**ENERGYRITE
POOL HEATER
Submittal Sheet**

ERP-Sub-02

ENERGYRITE® POOL HEATER

JOB NAME _____
LOCATION _____
ENGINEER _____
WHOLESALER _____
MECH. CONTRACTOR _____
MODEL NO. ERN402 _____
TYPE GAS _____
Btu/hr INPUT _____
Btu/hr OUTPUT _____
NOTES _____

Standard Features

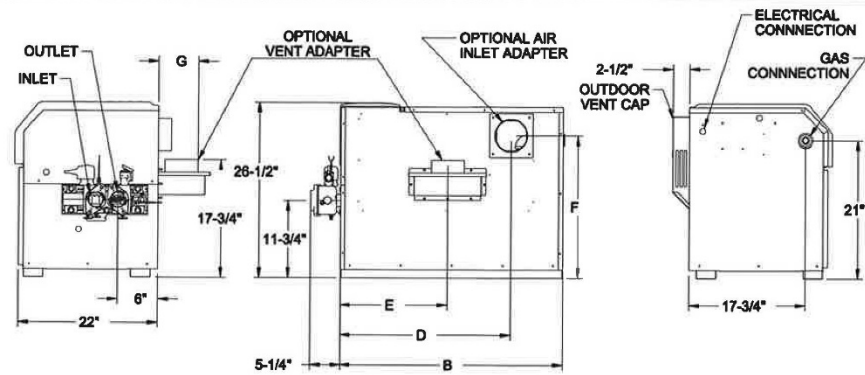
- 2-Line, 16-Character Digital Display
- Pool & Spa Temperature Control
- Password Security
- CPVC or PVC Ready
- 3rd-Party Remote Compatible
- Sealed Combustion Chamber
- Fan-Assisted Combustion
- Built-in Combustible Floor Shield
- Direct-Spark Ignition
- Stainless Steel Burners
- Loch-Heat Ceramic Tile
- 24V Terminal Strip
- Dual Voltage - 240V or 120V/60HZ
- On/Off Switch
- Built-in Air & Water Pressure Switches
- Inlet & Outlet Temperature Sensors
- Automatic Reset Hi Limit Safety
- Polymer Header with Built-in Bypass
- Low-NOx Emissions Meet the Most Stringent Standards
- Flame View Port
- Outdoor Venting
- 3-Year Limited Warranty on Heat Exchanger
- 2-Year Limited Warranty on Parts

Optional Equipment

Place an X in the box by all options that apply

- ☐ ASME Construction
- ☐ ASME Pressure Relief Valve
- ☒ Cupro-Nickel Heat Exchanger
- ☒ Stack Frame
- ☐ Indoor Vent Kits
- ☒ Flow Switch

Energyrite Pool Heater Dimensions & Specifications



MODEL NUMBER	BTU/HR INPUT	B	D	E	F	G	AIR INTAKE	VENT SIZE	E-RITE/POWERED SIDEWALL VENT	SHIPPING WEIGHT
ERN152	150,000	23"	18"	10-1/4"	22"	5-1/2"	4"	5"	4"	183
ERN202	199,999	26-1/2"	20-3/4"	12"	22"	6"	4"	5"	4"	195
ERN252	250,000	30"	21-1/2"	13-3/4"	22"	6"	5"	6"	5"	217
ERN302	300,000	33-3/4"	25-3/4"	16-1/4"	21-1/2"	6-1/2"	5"	6"	5"	240
ERN402	399,999	41"	29-1/2"	20"	21-1/2"	6-1/2"	5"	6"	6"	269

Note: Change "N" to "L" for LP gas models. No deration for L.P. Water connections are 2" NPT on 4-1/2" centers. Gas connections are 3/4" NPT.

Venting Options:

- ☐ Conventional
- ☐ DirectAire Vertical w/ Side Wall Inlet
- ☒ DirectAire Vertical w/ Rooftop Inlet
- ☐ Power DirectAire
- ☐ Powered Side Wall
- ☐ E-Rite Side Wall
- ☐ Outdoor



Lochinvar, LLC
300 Maddox Simpson Parkway
Lebanon, Tennessee 37090
P: 615.889.8900 / F: 615.547.1000
www.Lochinvar.com



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Lochinvar®

POOL HEATER STACK FRAME

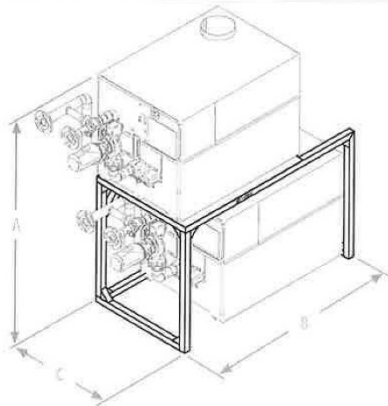
Submittal Sheet

MSP-Sub-04

POOL HEATER STACK FRAME SUBMITTAL

Job Name: _____ Model No. _____
Location: _____ Dimensions: A= _____ B= _____ C= _____
Engineer: _____ Equipment Tag(s): _____
Agent/Wholesaler: _____
Contractor: _____

NOTES:

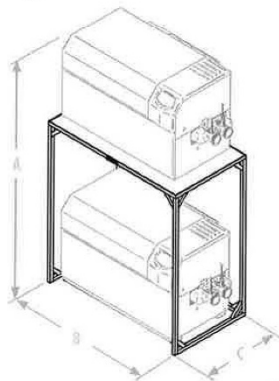


Copper-Fin2® Pool Heaters (Models 0502-2072)

	MODEL NO.	PART NO.	A*	B**	C	Wt. (lbs.)
☐	CP 0502	100163348	73-1/2"	59"	24-1/2"	88
☐	CP 0652	100163349	73-1/2"	80"	24-1/2"	150
☐	CP 0752	100163349	73-1/2"	80"	24-1/2"	150
☐	CP 0992	100163350	88"	75"	36"	191
☐	CP 1262	100163351	88"	95"	36"	237
☐	CP 1442	100163351	88"	95"	36"	237
☐	CP 1802	100163352	88"	119"	36"	286
☐	CP 2072	100163352	88"	119"	36"	286

Note: Heater height is 31-1/2" (0502-0752) & 36" (0992-2072)

* To vent connection ** Allow space for plumbing connections



EnergyRite® Pool Heaters (Models 152-402)

	MODEL NO.	PART NO.	A	B**	C	Wt. (lbs.)
☒	ER 152-402	100163417	77-1/2"	47"	26"	85

** Allow space for plumbing connections



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Lochinvar®
HIGH EFFICIENCY BOILERS & WATER HEATERS

COPPER-FIN²®
GAS HEATER
Submittal Sheet

CP-Sub-15

COPPER-FIN²® COMMERCIAL GAS HEATERS FOR POOL HEATING

JOB NAME _____
LOCATION _____
ENGINEER _____
WHOLESALER _____
MECH. CONTRACTOR _____
MODEL NO. CPN0992 _____
TYPE GAS _____
Btu/hr INPUT _____
Btu/hr OUTPUT _____
NOTES _____

STANDARD FEATURES

- › 85% Thermal Efficiency
- › Proportional Firing up to 4:1 Turndown
 - › Hot Surface Ignition
 - › Low NOx Operation
 - › Sealed Combustion
 - › Low Gas Pressure Operation
- › Vertical & Horizontal Venting
 - › Category I Venting
 - › Double Wall "B" Vent Material
 - › Category IV Venting
 - › AL29-4C Stainless Steel Vent Material
- › ASME Copper Finned Tube Heat Exchanger
 - › ASME Certified, "H" Stamped
 - › Gasketless design
 - › 160 psi working pressure
- › On/Off Switch
- › Adjustable High Limit w/ Manual Reset
- › Combustible Floor Rated (0992-2072)
- › Temperature & Pressure Gauge
- › Flow Switch
- › All Bronze Pump
- › Low Air Pressure Switch
- › Inlet & Outlet Temperature Sensors
- › Easy Access Terminal Strips
- › Downstream Test Cocks
- › 150 psi ASME Temperature & Pressure Relief Valve
- › 1 Year Warranty on Parts (See Warranty for Details)
- › 5 Year Limited Warranty (See Warranty for Details)

SMART SYSTEM™ FEATURES

- › SMART SYSTEM™ Operating Control
- › 2 Line/16 Character LCD Display
- › Built in Cascading Sequencer for up to 8 heaters
- › Password Security
- › Low Water Flow Control & Indication
- › Inlet & Outlet Temperature Readout
- › Freeze Protection
- › Service Reminder
- › Time Clock
- › Data Logging
 - › Hours Running
 - › Ignition Attempts
 - › Last 10 Lockouts
- › Pump Control
 - › Pool Heater Pump
- › High Voltage Terminal Strip
 - › 120 VAC / 60 Hertz / 1 Phase Power Supply
 - › Pump Contacts with Pump Relay
- › Low Voltage Terminal Strip
 - › 24 VAC Auxiliary Device Relay Output - Louvers
 - › Auxiliary Proving Switch Contacts - Louvers
 - › Alarm on Any Failure Contacts
 - › Runtime Contacts
 - › Contacts for Air Louvers
 - › Contacts on Any Failure
 - › Unit Enable/Disable Contacts
 - › 0-10V Rate Contacts
 - › Pool Sensor Contacts
 - › Pool Supply Sensor Contacts
 - › Cascade Contacts

OPTIONAL EQUIPMENT

- ☐ › Vertical Bypass Loop
- ☐ › Alarm
- ☐ › High & Low Gas Pressure Switches w/ Manual Reset
- ☒ › Cupro-Nickel Heat Exchanger
- ☐ › Low Water Cut Off, Probe Type w/ Manual Reset & Test
- ☐ › Texas Pool Code (Outdoor Flow Switch and T&P Gauge)
- ☐ › Modbus Communications
- ☐ › Combustible Floor Kit (0502-0752)
- ☐ › Stack Frame

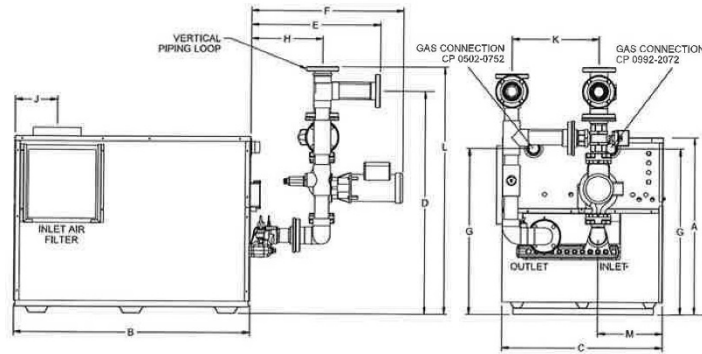
FIRING CODES

- ☐ › M7 Firing Code - California Code
- ☒ › M9 Firing Code - Hot surface ignition with Electronic Supervision

CERTIFICATIONS

- › ANSI Z21.13/CSA 4.9 certified
- › CSD1 / Factory Mutual / GE Gap Compliant
- › South Coast Air Quality Management District registered
- › Texas Commission on Environmental Quality

Copper-Fin²® Commercial Gas Heater Dimensions & Specifications



Model Number	Input MBH	A	B	C	D	E	F	G	H	J	K	L	M	Vent Size	Air Inlet	Gas Conn	Ship Wt.
☐ CPN502	500	31-1/2"	45-1/2"	22-1/4"	38"	20-1/4"	26-1/2"	29"	9-3/4"	7"	12-3/4"	41-1/4"	9"	6"	6"	1-1/4"	523
☐ CPN652	650	31-1/2"	56-3/4"	22-1/4"	38"	20-1/4"	26-1/2"	29"	9-3/4"	8-1/2"	12-3/4"	41-1/4"	9"	8"	8"	1-1/4"	665
☐ CPN752	750	31-1/2"	64"	22-1/4"	38"	20-1/4"	26-1/2"	29"	9-3/4"	8-1/2"	12-3/4"	41-1/4"	9"	8"	8"	1-1/4"	713
☒ CPN0992	990	36"	48-1/4"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	8-1/2"	18-1/4"	52"	13"	10"	10"	2"	864
☐ CPN1262	1,260	36"	58-1/2"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	10-1/2"	18-1/4"	52"	13"	12"	12"	2"	954
☐ CPN1442	1,440	36"	68-3/4"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	10-1/2"	18-1/4"	52"	13"	12"	12"	2"	1,042
☐ CPN1802*	1,800	36"	82-1/4"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	11"	18-1/4"	52"	13"	14"	12"	2"	1,233
☐ CPN2072*	2,070	36"	92-1/2"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	11"	18-1/4"	52"	13"	14"	12"	2"	1,285

Notes: Change "N" to "L" for LP gas models.

Water connections for models CP 0502-0752 are 2" flanged.

Water connections for models CP 0992-2072 are 2-1/2" flanged.

Performance data is based on manufacturer test results. *Cupro-Nickel Heat Exchanger is standard on these models.

Venting Options

- ☐ Aire-Lock Direct Vent Sealed Combustion
- ☐ Conventional
- ☐ DirectAire® Vertical
- ☐ DirectAire® Vertical w/ Sidewall Inlet
- ☐ Outdoor
- ☐ Powered DirectAire® Horizontal
- ☐ Powered Sidewall
- ☐ Sidewall



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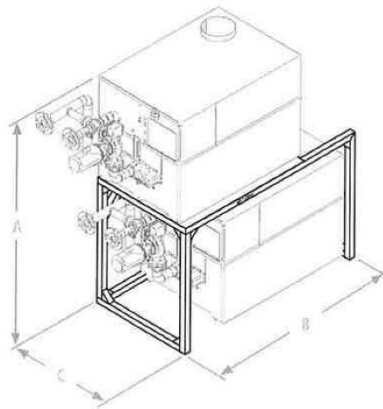
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MSP-Sub-04

POOL HEATER STACK FRAME SUBMITTAL

Job Name: _____ Model No. _____
Location: _____ Dimensions: A= _____ B= _____ C= _____
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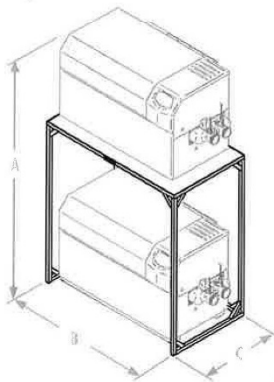


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Agenda Item Form

Date of City Council Meeting	9/8/2020
Department	Parks and Recreation
Submitted by	Crant Osborne, Parks Maintenance Operations Manager
Phone	(479) 271-3190

Item Type: <i>(Check All That Apply)</i>					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i> Council approval of Budget Adjustment, in the amount of \$95,492, for replacement of pool heaters at the Bentonville Community Center.					

Estimated Cost	\$95,492
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i> Budget adjustment request from general fund.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	9/8/2020
Department	Parks and Recreation, Parks Maintenance Operations Manager
Submitted by	Crant Osborne
Phone	(479) 271-3190

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> To replace two failing pool heaters at the Bentonville Community Center. Bid award IFB-20-39 to Multi-Craft Contractors, Inc.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	47410	Machinery asnd Equipment		\$ 95,492.00
		Totals	\$ -	\$ 95,492.00
		Net Impact on Fund Balance	\$ (95,492.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
 PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Crant Osborne, Parks Operations Manager
Date: September 10, 2020
Re: City Council approval of budget adjustment in the amount of \$95,492 to Award Bid to Multi-Craft Contractors, Inc. to replace pool heaters at the Bentonville Community Center.

City Staff is seeking City Council's approval of a budget adjustment to Award Bid to Multi-Craft Contractors, Inc. to replace failing pool heaters at the Bentonville Community Center.

Two pool heaters at the Bentonville Community Center are in poor condition and should be replaced. The existing electric units are heavily taxed and have become difficult to maintain and keep running. After meeting with architects and evaluating costs, we believe the best course of action is to convert the electric heaters to gas and install the two new heaters. This budget adjustment pays for a contractor to install new heaters to be installed and connected to a gas line provided by Black Hills Energy.

This project is not budgeted. Our team hoped to include the project in the 2021 Proposed Budget. However, one unit has developed a leak and needs immediate attention. We ask Council to approve this budget adjustment, allowing this project to be completed immediately..

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email cosborne@bentonvillear.com.