



## **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](mailto: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](mailto: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.**

**Committee of the Whole  
Bentonville Community Center  
BCC Community Rooms**

**Monday, February 8, 2021 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 February 8, 2021:**

[https://us02web.zoom.us/webinar/register/WN\\_9Gaymmk1REWwdBMtQliHPA](https://us02web.zoom.us/webinar/register/WN_9Gaymmk1REWwdBMtQliHPA)

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

**Tuesday, February 9, 2021 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 February 9, 2021:**

[https://us02web.zoom.us/webinar/register/WN\\_b2PktmKdTiSZtclqF0MxNg](https://us02web.zoom.us/webinar/register/WN_b2PktmKdTiSZtclqF0MxNg)

**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: January 26, 2021**

---

**AGENDA**

1. Administrative Services Building Update – Jake Harper (Monday Night Only)
2. Budget Schedule Update – Jake Harper (Monday Night Only)
3. Calendar Discussion – Mayor Stephanie Orman (Monday Night Only)
4. Planning:
  - 4a. **Ordinance accepting a lot split of Lot 21 of Lefor's Addition, William & Debra Stuckey, SW F Street, DN-1, Downtown Low-Density Residential.** (Pages 13-15)

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

A lot split of a part of Lot 11 of Lefor's Addition, creating new Lot 21 (+/- 0.169 acres). The plat dedicates additional right-of-way along SW 2<sup>nd</sup> and SW F Streets to meet the requirements of the Master Street Plan. The plat dedicates 10-foot utility easements along both street frontages.

- 4b. **Ordinance accepting a property line adjustment of Lot 4 of Edgmon Acres Subdivision, Elm Tree CK, LLC, 3301 SW 2<sup>nd</sup> Street, C-1, Neighborhood Commercial.** (Pages 16-19)

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

A property line adjustment of existing Lots 1 & 2, creating new Lot 4 (+/- 0.92 acres) of Edgmon Acres Subdivision. Per the requirements of the Master Street Plan, right-of-way is being dedicated along SW 2<sup>nd</sup> Street and SW Elm Tree Road. The plat dedicates various utility easements to serve the lot with public utilities. The plat also dedicates a public cross access easement that will allow cross access to future adjacent developments that may occur to the south and east. Several existing easements are being vacated on this lot via a separate process.

- 4c. **Ordinance accepting a property line adjustment of Lot 5, Block 2 of Young's Addition, Fish Market Properties, LLC, 402 SE G Street, DN-4, Downtown Mixed-Use Residential.**  
(Pages 17-22)

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

A property line adjustment of Lot 2, Block 2 of Young's Addition and the east half of a vacated alley to create new Lot 5, Block 2 (+/- 0.5 acres). The plat dedicates additional right-of-way along SE G Street to meet the requirements of the Master Street Plan.

- 4d. **Ordinance accepting a property line adjustment of Lots 1-2 of Orr Addition, Orr Trust, 10592 Phillips Cemetery Road, A-1, Agricultural.**  
(Pages 23-25)

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

A property line adjustment of Lot 2 of Zeher Addition and Tract 1 from Deed 2013-231, creating new Lots 1 (+/- 116.17 acres) and 2 (+/- 9.16 acres) of Orr Addition. The plat dedicates a 20-foot utility easement along Phillips Cemetery Road.

- 4e. **Ordinance changing real estate from A-1, Agricultural to R-3, Medium Density Residential, Mercy Health NWA Communities, LLC, 797 SW 41<sup>st</sup> Street.**  
(Pages 26-30)

**The Planning Commission voted 5-1, recommending approval.**

The property is within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Land Use Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investments that have already taken place (p. 44). Also, this area is noted for its potential to support mixed-use development.

The Future Land Use Plan depicts this property as Medium Density Residential. These areas include townhouse or duplex residential properties. These areas are found both near Downtown and in some recent growth areas. They may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Planning staff has reviewed this rezoning request. While it is not consistent with the Future Land Use Plan, it is consistent with the development patterns that have taken place in the surrounding area. Staff recommends approval of the proposed rezoning.

Note: During the meeting, the applicant amended the request from R-4, High Density Residential to R-3, Medium Density Residential.

- 4f. **Ordinance changing real estate from DE, Downtown Edge to DC, Downtown Core, Crowhow, LLC, SE 7<sup>th</sup> Street & SE D Street.** (Pages 31-35)  
**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically include vertical, mixed-use developments with a focus on design character and pedestrian access.

The City of Bentonville Community Plan depicts this property to be within the Cultural Zone of the 8<sup>th</sup> Street Character Area. The Cultural Zone recommends intensifying housing and commercial development to create a more “urban environment” (p. 152). In addition, this area is noted for its potential to support mixed-use development. The DC, Downtown Core zoning district’s allowable density and uses lends itself to the vision for the Cultural Zone for the 8<sup>th</sup> Street Character Area.

The proposed rezoning aligns with the Future Land Use Plan designation of Downtown Commercial. Surrounding zoning districts and developments in the area also lend credence to the request. Staff recommends approval of the proposed rezoning.

- 4g. **Ordinance changing real estate from DE, Downtown Edge to DC, Downtown Core, City of Bentonville, SE 8<sup>th</sup> Street.** (Pages 36-39)  
**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically include vertical, mixed-use developments with a focus on design character and pedestrian access.

The City of Bentonville Community Plan depicts this property to be within the Cultural Zone of the 8<sup>th</sup> Street Character Area. The Cultural Zone recommends intensifying housing and commercial development to create a more “urban environment” (p. 152). In addition, this area is noted for its potential to support mixed-use development. The DC, Downtown Core zoning district’s allowable density and uses lends itself to the vision for the Cultural Zone for the 8<sup>th</sup> Street Character Area.

The proposed rezoning aligns with the Future Land Use Plan designation of Downtown Commercial. Surrounding zoning districts and developments in the area also lend credence to the request. Staff recommends approval of the proposed rezoning

- 4h. **Ordinance changing real estate from R-1, Single Family Residential to DN-1, Downtown Low-Density Residential, Ruth & Michael Keeley, 806 SE 4<sup>th</sup> Street.** (Pages 40-43)

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties.

The proposed rezoning does align with the Future Land Use Plan designation of Low Density Residential. Staff recommends approval of the amended request.

5. An ordinance repealing ordinance No. 2003-119 establishing a Criminal Nuisance Abatement Board; codified as Article 32-III Criminal Nuisance Abatement Board. The board has not met in several years and issues are being resolved through other options in District Court. **(Pages 44-46)**
6. Council approval of Mayor Orman's recommendation to appoint Pamela Ferguson to the City of Bentonville's Advertising & Promotion Commission. Ms. Ferguson's term will expire on December 31, 2024. **(Pages 47-52)**
7. Public hearing and ordinance vacating a Utility Easement requested 3301 SW 2nd Street (VAC21-0001). **(Pages 53-56)**
8. Resolution setting a public hearing for February 23, 2021 for a Utility Easement Vacation requested for 203 SE Martin Luther King, Lot 5 of Bentonville Industrial Park (VAC20-0036). **(Pages 57-60)**
9. An ordinance approving a waiver of competitive bidding to purchase equipment and installation for (14) 2021 budgeted police department vehicles consisting of (8) marked Chevrolet Tahoes PPV-2WD, (2) marked Chevrolet Tahoes PPV-4WD, (2) unmarked Chevrolet Traverse, (1) unmarked Dodge Durango, and (1) operations truck. The vehicles to be equipped will be provided by Superior Fleet and Commercial Sales in Siloam Springs, at current State Bid pricing. Superior will provide and install police equipment for each aforementioned vehicle, in the amount of \$18,304.38 each (total \$146,435.04 -2WD PPV), \$10,011.35 each (total \$20,022.70 – 4WD PPV), \$3,364.00 each (total \$6728.00 - Traverse), \$4034.00 for the Durango, and \$3731.66 for the operations truck. This waiver of competitive bidding would streamline the upfitting process of the vehicles and also adhere to spending requirements. The waiver would also result in a "warranty/in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle. Having the equipment installed by the dealer will also protect the manufacturer's warranty of each vehicle and offer an installation warranty for the life of the vehicle. See attached equipment list and pricing. This action will complete 14 of 16 total budgeted replacement vehicles for 2021. The remaining 2 vehicles (Animal Service replacement vehicles) will be purchased by State Bid and require minimal upfitting. **(Pages 61-105)**
10. This is a request to declare seventeen (17) no longer in-service police department vehicles as surplus property. The vehicles include the following City of Bentonville vehicle descriptions: 2010-119, a 2008 Ford F150 pickup (VIN 1FTRF12208KD79401) 2010-81, a 2009 Chevrolet Impala car (VIN 2G1WS57M191289104), 2010-95, a 2011 Chevrolet Tahoe 5W4 (VIN 1GNSK2E02BR321826), 2010-96, a 2011 Chevrolet Tahoe 5W4 (VIN 1GNSK2E09BR320964), 2010-03, a 2011 Chevrolet Tahoe 5W4 (VIN

1GNSK2E02BR363557), 2010-11, a 2012 Chevrolet Tahoe 5W4 (VIN 1GNSK2E07CR242248), 2010-13, a 2012 Ford F150 pickup (VIN 1FTMF1CM6CKD58801), 2010-25, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E00DR280309), 2010-18, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E09DR281541), 2010-20, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E01DR276415), 2010-21, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E01DR279329) 2010-24, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E0XDR280320), 2010-26, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E02DR279436), 2010-28, a 2013 Chevrolet Tahoe PPV (VIN 1GNLC2E01DR348732), 2010-29, a 2013 Chevrolet Tahoe PPV (VIN 1GNLC2E05DR346854), 2010-23, a 2013 Chevrolet Tahoe PPV (VIN IGNLC2E0XDR279426), 2010-38, a 2014 Chevrolet Tahoe PPV (VIN 1GNLC2E01ER194685). These vehicles were previously used as marked cars, unmarked cars, or animal services trucks, and all were scheduled for replacement or have been replaced. Fifteen of the seventeen vehicles are equipped with lightbars, sirens, consoles, gun racks, prisoner containment systems, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon being approved and declared as surplus, these vehicles will be traded to Superior Automotive Group in Siloam Springs for a credit, with values derived from NADA/Manheim Auction Reports for dealers for a market trade-in-value of like vehicles with similar equipment installed. Superior offers a unique trade-in program for public safety vehicles which allows them to be refurbished and sold to other law enforcement agencies at a reduced cost of ownership. Additionally, this credit will be applied toward the purchase and upfitting of the police department vehicles approved in the 2021 budget. Surplus these vehicles to allow such a trade-in represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with further handling of the vehicle itself and the removal, storage, and proper disposal of law enforcement only equipment that cannot be publicly sold or transferred to a new replacement vehicle. **(Pages 106-107)**

11. An ordinance for waiver of bid for purchase of an 85 HP Flygt replacement pump from Jack Tyler Manufacturing for the McKissic lift station. Jack Tyler is the sole source supplier in this area for Flygt pumps. This purchase is due to the failure of a pump at our largest lift station. Repair of the failed pump is contraindicated as noted in the report from Jack Tyler. (included with quote) The Utility Board voted 5-0 recommending approval of this item. **(Pages 108-118)**
12. An ordinance for waiver of bid for up-upgrades to the Kingsbury lift station. This station is currently equipped with 5HP (city specified) Hydromatic pumps. The station is at capacity, requiring an upgrade to 7.5HP pumps and electrical components. Instrument and Supply (ISI) is the sole distributor for Hydromatic pumps in this region. Letter and quote are attached. The Utility Board voted 5-0 recommending approval of this item. **(Pages 119-123)**
13. Bid Award to Clark Equipment Co. DBA Bobcat Company through participation in the HGAC Cooperative (Co-op) contract, GR01-20 to purchase one (1) MT100 Mini Track Loader and associated components in the amount of \$35,622.08 (\$32,531.58 for the purchase plus applicable taxes estimated to be \$3,090.50). Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of the GR01-20 contract, determining that

the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. This is a budgeted item in the 2021 budget. **(Pages 124-127)**

- 14a. Change Order for City Council approval requested by Bentonville Water Utilities staff in the amount of \$113,495.00. The change order is needed to adjust the contract amount with Brothers Construction to cover additional construction cost for rock excavation. This change order will bring the overall construction cost to \$1,680,267.50. Funding to cover the increase will come from Wastewater Reserves. The Utility Board voted 5-0 recommending approval for this item. **(Pages 128-130)**
- 14b. Budget Adjustment requested by Bentonville Water Utilities staff for City Council approval in the amount of \$113,495.00 associated with Change Order No. 1 for Brothers Construction to cover additional costs associated with rock removal along the Nomad Creek Sewer Interceptor project. Wastewater reserves will be used to cover the additional costs. Utility Board voted 5-0 recommending approval of this item. **(Pages 131-132)**
15. Ordinance recommended by Staff for City Council approval to waive the competitive bidding requirements for the purchase of a CUES K-2 mobile CCTV unit from Henard Utilities. This mobile CCTV unit is a 2021 budgeted item. The purchase of this unit will allow our department the ability to video inspect sanitary sewer mains that are off site and in locations that our current CCTV truck can not access. The K-2 station is compact and light weight enough to fit in the bed our side by side ATV but has the full functionality of our current CCTV truck. Budgeted amount was \$90,000. Utility Board Approval 5-0 on January 26, 2021. **(Pages 133-138)**
16. Approve Resolution Authorizing the Mayor and Clerk to enter into Agreement with the Centerton Waterworks and Sewer Commission. This franchise agreement will allow certain subdivisions within Bentonville's city limits, but within Centerton's water service area, to receive service from Centerton without requiring additional easements on the properties. Additionally, this agreement sets forth the requirements for those utilities occupying Bentonville easements and further provides for a franchise fee to the City of Bentonville to compensate for the use of the easements. This agreement was presented to the Bentonville Utility Board and unanimously approved at its last meeting. **(Pages 139-147)**
- 17a. Resolution to enter into an agreement with Carroll Electric Co-op to purchase CECC infrastructure and accounts on Morningstar Rd. for \$317,917.42. Approved by the Utility Board 5-0. **(Pages 148-162)**
- 17b. Budget adjustment to move \$267,917.42 from Underground Primary to Improvements Other than Electric to purchase CECC infrastructure and accounts on Scoggins Rd. for total of \$317,917.42. Approved by the Utility Board 5-0. **(Pages 163-164)**
18. Bid Award IFB-20-75 to Empire Group Property Management for mowing services at the Bentonville Community Center/Citizens Park as needed throughout the year at a weekly rate of \$1,708.20 for an estimated annual total cost of \$48,037.00. This contract is for a one year term, renewable annually until 2024. **(Pages 165-195)**

- 19a. Council approval of a resolution authorizing a contract amendment to Ecological Design Group, in the amount of \$466,500.00 to include the street design of SW Bright Road to SW 28th Street as part of the 28th Street Park Project.  
**(Pages 196-209)**
- 19b. Council approval of a budget adjustment, in the amount of 466,500.00, to allow for the design of SW Bright Road to SW 28th Street as part of the 28th Street Park Project.  
**(Pages 210-211)**
- 20. Adopt Ordinance amending Ordinance No. 2003-108 in order to extend the levy, from December 31, 2032 to December 31, 2046, of the 1% sales and use tax within the City of Bentonville, Arkansas levied thereby to finance capital improvements for municipal purposes and/or to pay and secure the repayment of capital improvement bonds approved by the voters and issued from time to time; and prescribing other matters relating thereto.  
**(Pages 212-215)**
- 21. Adopt Ordinance calling a Special Election in the City of Bentonville, Arkansas on the questions of issuing bonds under Amendment No. 62 to the Constitution of the State of Arkansas for the purpose of refinancing and financing the costs of capital improvements; and prescribing other matters pertaining thereto.  
**(Pages 216-222)**
- 22. Adopt Resolution pertaining to calling a special election in the City of Bentonville, Arkansas; and prescribing other matters relating thereto.  
**(Pages 223-226)**
- 23. State of the City Report – Mayor Stephanie Orman.



**City Council Agenda Items**  
**For City Council meeting of February 9, 2021**  
**From the February 2, 2021 Planning Commission meeting**

- a. Ordinance accepting a lot split of Lot 21 of Lefor's Addition, William & Debra Stuckey, SW F Street, DN-1, Downtown Low-Density Residential.**

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

A lot split of a part of Lot 11 of Lefor's Addition, creating new Lot 21 (+/- 0.169 acres). The plat dedicates additional right-of-way along SW 2<sup>nd</sup> and SW F Streets to meet the requirements of the Master Street Plan. The plat dedicates 10-foot utility easements along both street frontages.

- b. Ordinance accepting a property line adjustment of Lot 4 of Edgmon Acres Subdivision, Elm Tree CK, LLC, 3301 SW 2<sup>nd</sup> Street, C-1, Neighborhood Commercial.**

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

A property line adjustment of existing Lots 1 & 2, creating new Lot 4 (+/- 0.92 acres) of Edgmon Acres Subdivision. Per the requirements of the Master Street Plan, right-of-way is being dedicated along SW 2<sup>nd</sup> Street and SW Elm Tree Road. The plat dedicates various utility easements to serve the lot with public utilities. The plat also dedicates a public cross access easement that will allow cross access to future adjacent developments that may occur to the south and east. Several existing easements are being vacated on this lot via a separate process.

- c. Ordinance accepting a property line adjustment of Lot 5, Block 2 of Young's Addition, Fish Market Properties, LLC, 402 SE G Street, DN-4, Downtown Mixed-Use Residential.**

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

A property line adjustment of Lot 2, Block 2 of Young's Addition and the east half of a vacated alley to create new Lot 5, Block 2 (+/- 0.5 acres). The plat dedicates additional right-of-way along SE G Street to meet the requirements of the Master Street Plan.

- d. Ordinance accepting a property line adjustment of Lots 1-2 of Orr Addition, Orr Trust, 10592 Phillips Cemetery Road, A-1, Agricultural.**

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

A property line adjustment of Lot 2 of Zeher Addition and Tract 1 from Deed 2013-231, creating new Lots 1 (+/- 116.17 acres) and 2 (+/- 9.16 acres) of Orr Addition. The plat dedicates a 20-foot utility easement along Phillips Cemetery Road.

**e. Ordinance changing real estate from A-1, Agricultural to R-3, Medium Density Residential, Mercy Health NWA Communities, LLC, 797 SW 41<sup>st</sup> Street.**

**The Planning Commission voted 5-1, recommending approval.**

The property is within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Land Use Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investments that have already taken place (p. 44). Also, this area is noted for its potential to support mixed-use development.

The Future Land Use Plan depicts this property as Medium Density Residential. These areas include townhouse or duplex residential properties. These areas are found both near Downtown and in some recent growth areas. They may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Planning staff has reviewed this rezoning request. While it is not consistent with the Future Land Use Plan, it is consistent with the development patterns that have taken place in the surrounding area. Staff recommends approval of the proposed rezoning.

Note: During the meeting, the applicant amended the request from R-4, High Density Residential to R-3, Medium Density Residential.

**f. Ordinance changing real estate from DE, Downtown Edge to DC, Downtown Core, Crowhow, LLC, SE 7<sup>th</sup> Street & SE D Street.**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically include vertical, mixed-use developments with a focus on design character and pedestrian access.

The City of Bentonville Community Plan depicts this property to be within the Cultural Zone of the 8<sup>th</sup> Street Character Area. The Cultural Zone recommends intensifying housing and commercial development to create a more “urban environment” (p. 152). In addition, this area is noted for its potential to support mixed-use development. The DC, Downtown Core zoning district’s allowable density and uses lends itself to the vision for the Cultural Zone for the 8<sup>th</sup> Street Character Area.

The proposed rezoning aligns with the Future Land Use Plan designation of Downtown Commercial. Surrounding zoning districts and developments in the area also lend credence to the request. Staff recommends approval of the proposed rezoning.

**g. Ordinance changing real estate from DE, Downtown Edge to DC, Downtown Core, City of Bentonville, SE 8<sup>th</sup> Street.**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically include vertical, mixed-use developments with a focus on design character and pedestrian access.

The City of Bentonville Community Plan depicts this property to be within the Cultural Zone of the 8<sup>th</sup> Street Character Area. The Cultural Zone recommends intensifying housing and commercial development to create a more “urban environment” (p. 152). In addition, this area is noted for its potential to support mixed-use development. The DC, Downtown Core zoning district’s allowable density and uses lends itself to the vision for the Cultural Zone for the 8<sup>th</sup> Street Character Area.

The proposed rezoning aligns with the Future Land Use Plan designation of Downtown Commercial. Surrounding zoning districts and developments in the area also lend credence to the request. Staff recommends approval of the proposed rezoning

**h. Ordinance changing real estate from R-1, Single Family Residential to DN-1, Downtown Low-Density Residential, Ruth & Michael Keeley, 806 SE 4<sup>th</sup> Street.**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties.

The proposed rezoning does align with the Future Land Use Plan designation of Low Density Residential. Staff recommends approval of the amended request.



## Consent Agenda Items

For Planning Commission meeting of February 2, 2021

Reviewer: Tyler Overstreet, AICP, Planning Services Manager

- ❖ At the Technical Review meeting held on January 26, 2021 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.

### **Lot Split: Lot 21 of Lefor's Addition, SW F Street, DN-1, Downtown Low-Density Residential, LS20-0058**

A lot split of a part of Lot 11 of Lefor's Addition, creating new Lot 21 (+/- 0.169 acres). The plat dedicates additional right-of-way along SW 2<sup>nd</sup> and SW F Streets to meet the requirements of the Master Street Plan. The plat dedicates 10-foot utility easements along both street frontages.

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

### **Property Line Adjustment: Lot 4 of Edgmon Acres Subdivision, 3301 SW 2<sup>nd</sup> Street, C-1, Neighborhood Commercial, LS20-0068**

A property line adjustment of existing Lots 1 & 2, creating new Lot 4 (+/- 0.92 acres) of Edgmon Acres Subdivision. Per the requirements of the Master Street Plan, right-of-way is being dedicated along SW 2<sup>nd</sup> Street and SW Elm Tree Road. The plat dedicates various utility easements to serve the lot with public utilities. The plat also dedicates a public cross access easement that will allow cross access to future adjacent developments that may occur to the south and east. Several existing easements are being vacated on this lot via a separate process.

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

### **Property Line Adjustment: Lot 5, Block 2 of Young's Addition, SE G Street and SE 4<sup>th</sup> Street, DN-4, Downtown Mixed-Use Residential, PLA20-0063**

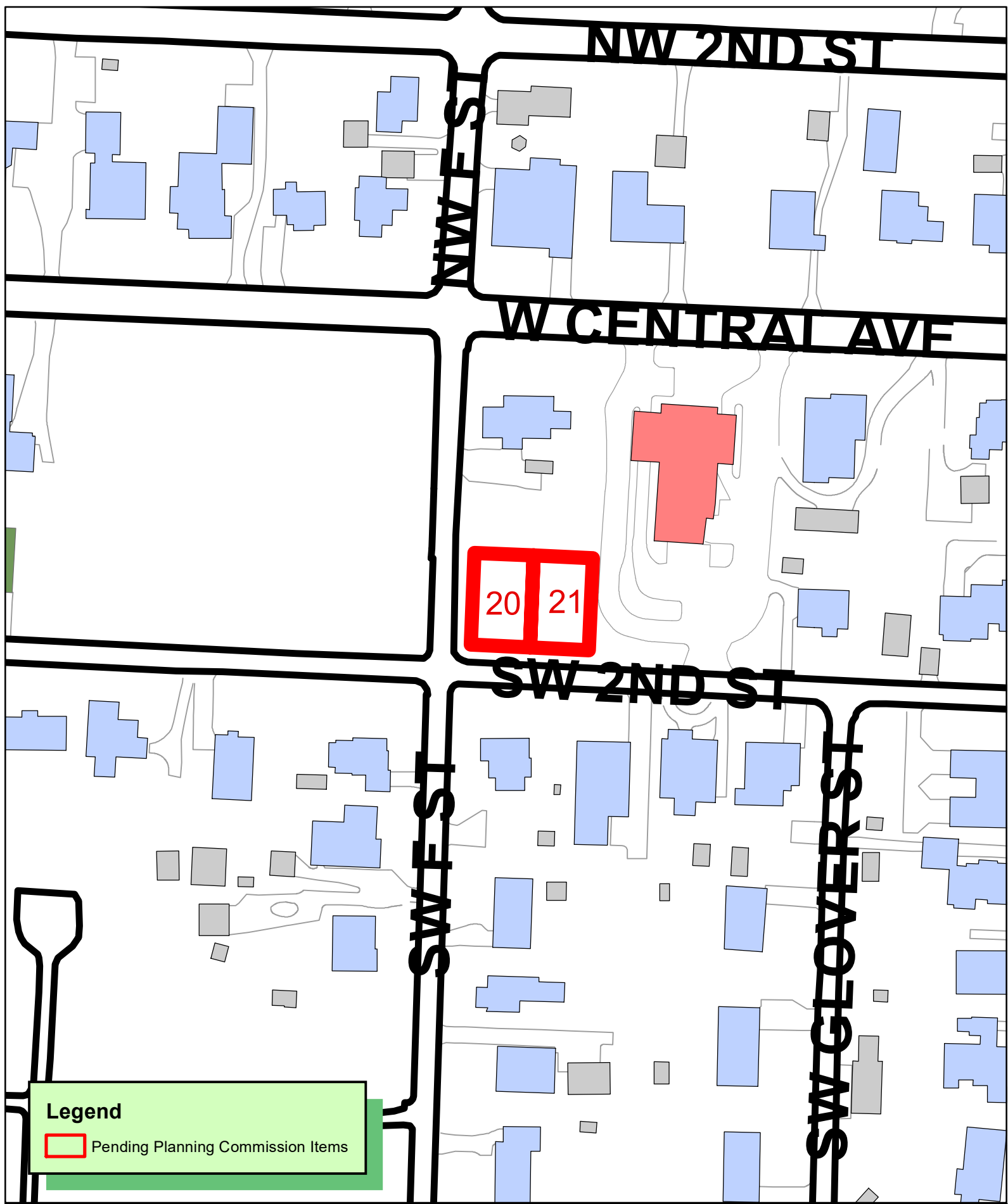
A property line adjustment of Lot 2, Block 2 of Young's Addition and the east half of a vacated alley to create new Lot 5, Block 2 (+/- 0.5 acres). The plat dedicates additional right-of-way along SE G Street to meet the requirements of the Master Street Plan.

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

### **Property Line Adjustment: Lots 1 and 2 of Orr Addition, 10592 Phillips Cemetery Road, A-1, Agricultural, PLA20-0064**

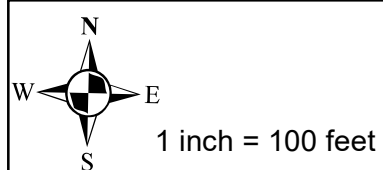
A property line adjustment of Lot 2 of Zeher Addition and Tract 1 from Deed 2013-231, creating new Lots 1 (+/- 116.17 acres) and 2 (+/- 9.16 acres) of Orr Addition. The plat dedicates a 20-foot utility easement along Phillips Cemetery Road.

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



**Legend**

 Pending Planning Commission Items



LS20-0058  
LOT SPLIT  
STUCKEY  
LEFORS ADDITION  
LOT 11 CREATING LOTS 20 & 21





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

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 21 OF LEFOR'S  
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT  
NUMBER: LS20-0058).**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 21 of Lefor's Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 2, 2021; and,

**WHEREAS**, said lot split is attached hereto as Exhibit "A"; and,

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

**WHEREAS**, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

**Section 1:** That the lot split of Lot 21 of Lefor's Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

**Section 2:** That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

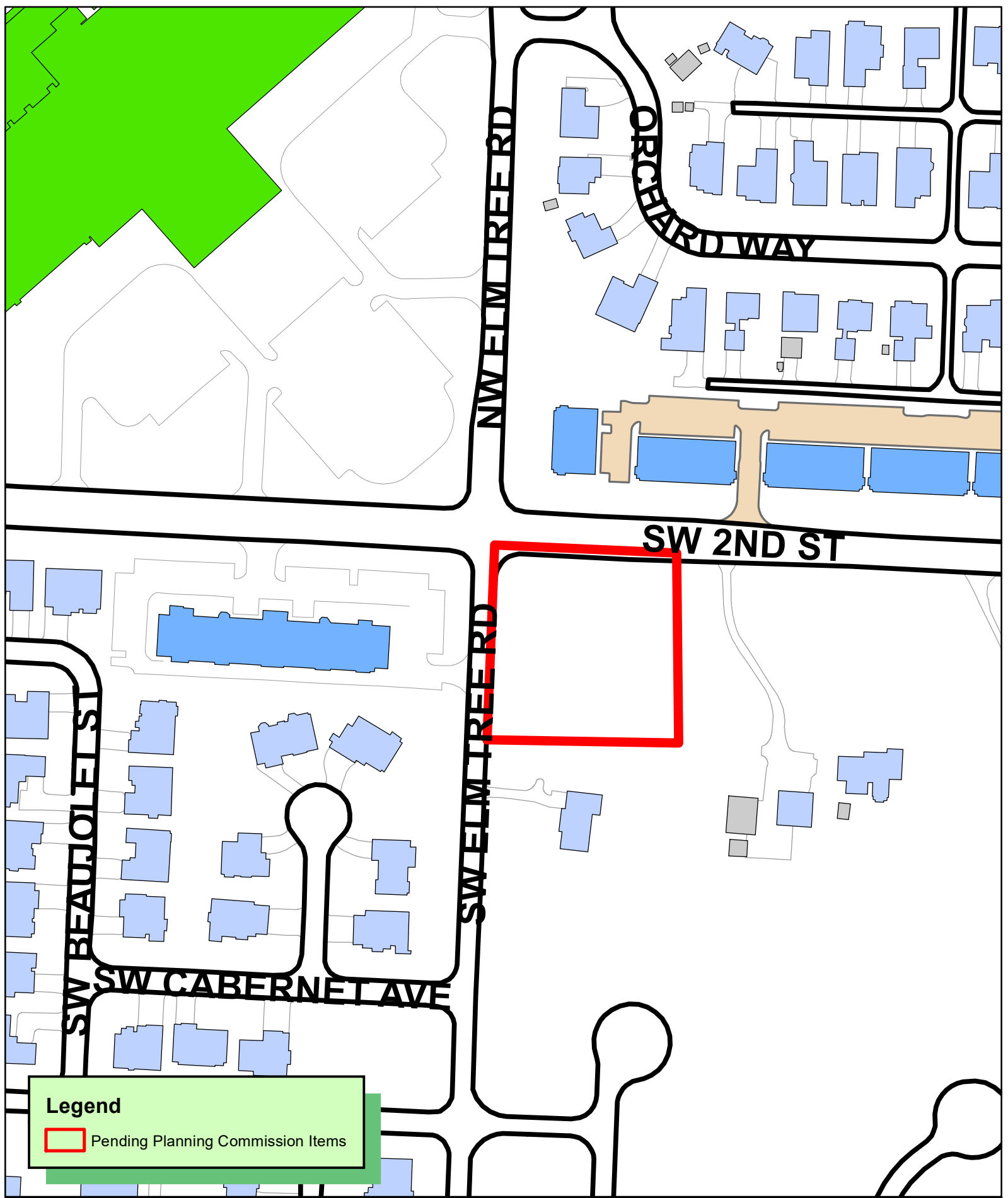
**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**APPROVED:**

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

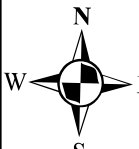
**ATTEST:**

\_\_\_\_\_  
**City Clerk**



**Legend**

 Pending Planning Commission Items



1 inch = 150 feet

LSD20-0068  
LOT SPLIT  
CIRCLE K  
EDGMON ACRES  
LOTS 1-2 CREATING LOT 4



LOT SPLIT OF LOT 1 AND LOT 2 OF EDGMON ACRES, CREATING LOT 4

DESCRIPTION PARENT:

LOT 1 AND LOT 2 OF EDGMON ACRES, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 16 AT PAGE 63.

DESCRIPTION LOT 4:

LOT 1 AND LOT 2 OF EDGMON ACRES, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 16 AT PAGE 63, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID EDGMON ACRES;  
THENCE ALONG THE SOUTH LINE OF SAID LOT 1 AND LOT 2 N89°02'18"W 197.21 FEET;  
THENCE LEAVING SAID SOUTH LINE N02°08'36"E 26.38 FEET;  
THENCE N03°26'44"E 30.43 FEET;  
THENCE N00°48'12"E 49.34 FEET;  
THENCE N02°02'29"E 44.58 FEET;  
THENCE N03°05'02"E 33.94 FEET;  
THENCE 40.58 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 26.00 FEET AND A LONG CHORD OF N47°47'35"E 36.58 FEET;  
THENCE S87°29'52"E 26.90 FEET;  
THENCE S88°13'01"E 45.25 FEET;  
THENCE S87°00'41"E 46.13 FEET;  
THENCE S87°56'10"E 43.10 FEET TO THE EAST LINE OF LOT 2 OF SAID EDGMON ACRES;  
THENCE ALONG SAID EAST LINE S00°32'05"E 205.87 FEET TO THE POINT OF BEGINNING, CONTAINING 0.92 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

OWNER:  
ELM TREE CK  
1001 W MARKHAM ST., SUITE 100  
LITTLE ROCK, AR 72201

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: \_\_\_\_\_

BY: \_\_\_\_\_  
ELM TREE CK, LLC

\_\_\_\_\_  
(PRINT)

SOURCE OF TITLE: DEED RECORD L202045832

STATE OF ARKANSAS )  
                                  ) SS  
COUNTY OF BENTON )  
SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021  
MY COMMISSION EXPIRES:

NOTARY PUBLIC \_\_\_\_\_

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: \_\_\_\_\_

SIGNED \_\_\_\_\_  
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED \_\_\_\_\_  
MAYOR CITY OF BENTONVILLE

SIGNED \_\_\_\_\_  
CITY CLERK, CITY OF BENTONVILLE

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THIS PROPERTY LIES WITHIN THE MUNICIPAL LIMITS OF BENTONVILLE, ARKANSAS.

ACCORDING TO THE CITY OF BENTONVILLE GIS WEB SITE, THIS PROPERTY IS ZONED C-1.

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS AND NO OTHERS: DEED RECORD L202045832, PLAT RECORD 16-63 AND PLAT RECORD 2006-619.

THE ADJACENT PROPERTY OWNERS NAMES SHOWN ON THIS PLAT WERE OBTAINED FROM THE BENTON COUNTY GIS WEB SITE, AND REPRESENT THE OWNER'S LISTED NAME AT THE TIME OF THIS SURVEY.

CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE FILE NO. 2001288-106, DATED JUNE 28, 2020, WAS ENTIRELY RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS OR ANY OTHER FACTS WHICH MIGHT AFFECT THE PROPERTY. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR FROM EXAMINATION OF CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE FILE NO. 2001288-106, DATED JUNE 28, 2020.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

ANY UTILITY LINES, STRUCTURES OR APPURTENANCES SHOWN HEREON ARE FROM A FIELD INVESTIGATION LIMITED TO THE VISIBLE SURFACE OF THE PROPERTY SURVEYED. OTHER UTILITY LINES, STRUCTURES AND APPURTENANCES MAY BE PRESENT ON THE PROPERTY. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

THIS PROPERTY IS NOT IN FLOOD ZONE "A" OR "AE", AND IS OUTSIDE THE 100-YEAR FLOOD PLAIN AND IS LISTED AS BEING IN ZONE "X" AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0235K, EFFECTIVE DATE JUNE 05, 2012.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20 FEET CLEARANCES FROM ALL ELECTRIC LINES.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

ALL PROPOSED TREES SHALL BE A MINIMUM OF 5 FEET FROM ALL PUBLIC UTILITIES.

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122

CERTIFICATE OF SURVEYING ACCURACY

I, KEVIN J. MONTGOMERY, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: \_\_\_\_\_

CRAFTON, TULL & ASSOCIATES, INC.  
BY KEVIN J. MONTGOMERY (AGENT)

SIGNED: \_\_\_\_\_  
KEVIN J. MONTGOMERY (AGENT)  
REGISTERED LAND SURVEYOR  
NO. 1460  
STATE OF ARKANSAS

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.



RECORD INFORMATION



LOT SPLIT OF  
LOT 1 AND LOT 2 OF  
EDGMON ACRES  
CREATING LOT 4  
BENTONVILLE ARKANSAS

PREPARED FOR:  
ELM TREE CK, LLC  
STATE PLAT CODE:  
500-20N-31W-0-35-140-04-1460

DATE: 01/15/2021  
PROJECT NO.: 20104300  
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 200  
Rogers, Arkansas 72756  
Crafton Tull  
architecture | engineering | surveying  
479.636.4838 | 479.631.6224 f  
www.craftontull.com

CERTIFICATE OF AUTHORIZATION

© 2020 Crafton, Tull & Associates, Inc.  
DELTA DESCRIPTION DATE

| DELTA | DESCRIPTION | DATE |
|-------|-------------|------|
|       |             |      |
|       |             |      |
|       |             |      |
|       |             |      |
|       |             |      |
|       |             |      |
|       |             |      |
|       |             |      |
|       |             |      |

SHEET NO.:  
1 OF 2



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

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 4  
OF EDGMON ACRES SUBDIVISION TO THE CITY OF BENTONVILLE,  
ARKANSAS (PROJECT NUMBER: LS20-0068).**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 4 of Edgmon Acres Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on February 2, 2021; 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 Lot 4 of Edgmon Acres 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**City Clerk**



**Legend**

 Pending Planning Commission Items

 1 inch = 100 feet

**PLA20-0063**  
**PROPERTY LINE ADJUSTMENT**  
**YOUNGS ADD**  
**LOT 2 BLOCK 2 CREATING LOT 5**





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

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 5,  
BLOCK 2 OF YOUNG’S ADDITION TO THE CITY OF BENTONVILLE,  
ARKANSAS (PROJECT NUMBER: PLA20-0063).**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 5, Block 2 of Young’s Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on February 2, 2021; 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 Lot 5, Block 2 of Young’s Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

**Section 2:** That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

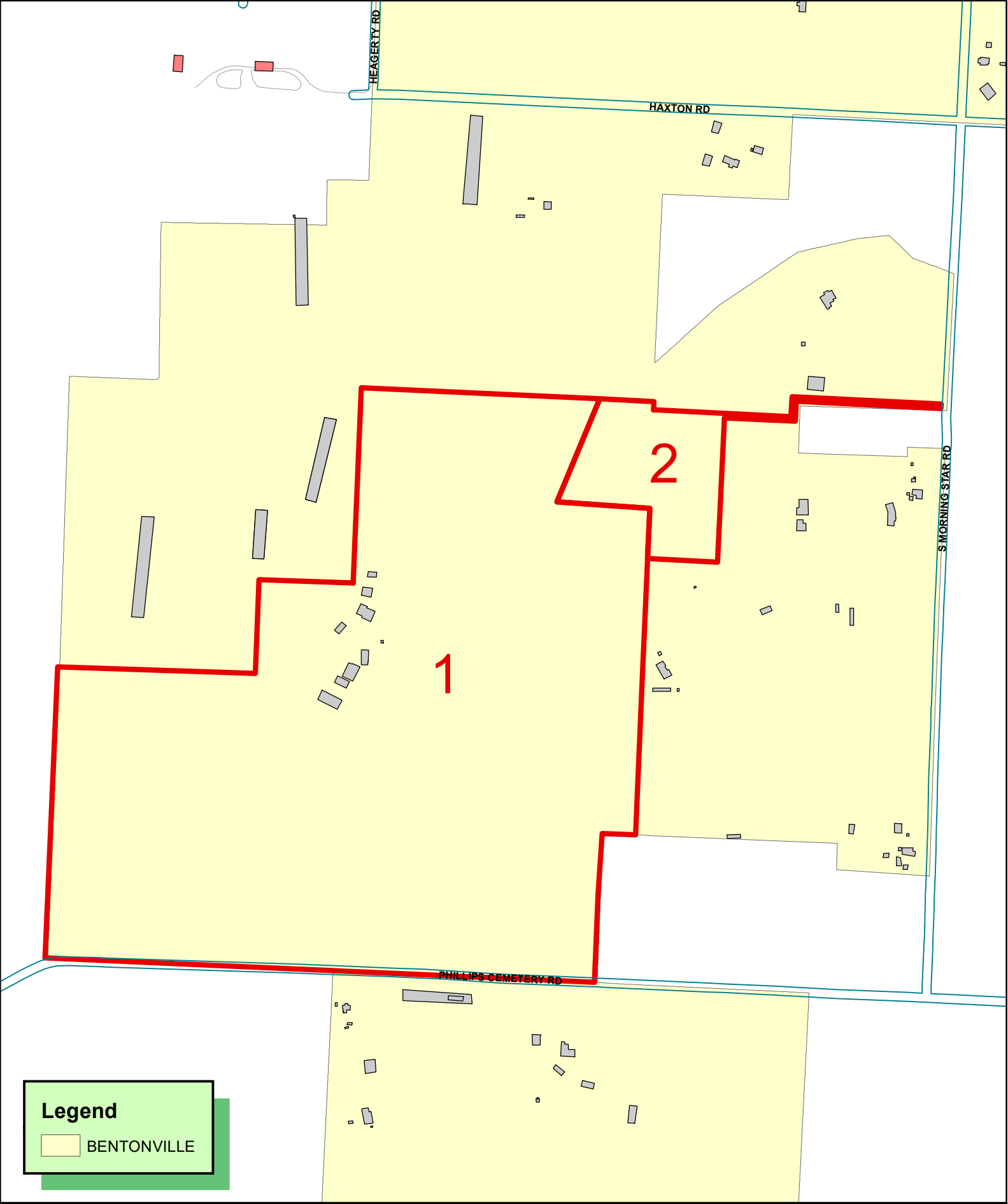
**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**City Clerk**



1 inch = 550 feet

**PLA20-0064**  
**PROPERTY LINE ADJUSTMENT**  
**ORR**  
**CREATING LOTS 1 & 2**



## CITY NOTES:

1. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

2. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

3. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

4. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

5. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122. CURRENTLY IT IS ZONED A-1 PER THE CITY

6. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

7. BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.

8. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.

9. NO WATER OR SEWER IS AVAILABLE AT THE TIME OF THE SURVEY.

## CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ECT. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_ JERRY ORR \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
BARBARA ORR DATE \_\_\_\_\_

NOTARY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

P.O.B. NEW LOT 1 ORR ADDITION  
5/8" REBAR  
NW CORNER  
SW 1/4 SW 1/4  
SECTION 26  
T-19-N, R-31-W  
N:719588.15  
E:646408.48

PARCEL: 01-08215-727

SW 1/4 SW 1/4  
26-19N-31W

## NEW LOT 2 ORR ADDITION DESCRIPTION:

LOT 2, ZEHER ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS AS SHOWN IN PLAT RECORD L202056913 OF THE BENTON COUNTY RECORDS AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 ZEHER ADDITION AS SHOWN ON PLAT RECORD 202056913; THENCE SOUTH 87°11'45" EAST A DISTANCE OF 619.91 FEET TO A POINT; THENCE NORTH 02°48'15" EAST A DISTANCE OF 90.00 FEET TO A POINT; THENCE SOUTH 87°11'45" EAST A DISTANCE OF 671.94 FEET TO A POINT; THENCE SOUTH 02°53'30" WEST A DISTANCE OF 20.01 FEET TO A POINT; THENCE NORTH 87°11'45" WEST A DISTANCE OF 651.92 FEET TO A POINT; THENCE SOUTH 02°48'01" WEST A DISTANCE OF 89.99 FEET; THENCE NORTH 87°12'35" WEST A DISTANCE OF 319.89 FEET TO A POINT; THENCE NORTH 02°36'38" EAST A DISTANCE OF 229.47 FEET TO A POINT; THENCE NORTH 87°05'13" WEST A DISTANCE OF 417.90 FEET TO A POINT; THENCE NORTH 09°52'28" EAST A DISTANCE OF 16.37 FEET TO A POINT; THENCE NORTH 22°21'41" EAST A DISTANCE OF 501.96 FEET TO A POINT; THENCE SOUTH 87°18'44" EAST A DISTANCE OF 246.20 FEET TO A POINT; THENCE SOUTH 02°56'24" WEST A DISTANCE OF 49.89 FEET TO THE POINT OF BEGINNING, CONTAINING 9.16 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR RESTRICTIONS THAT MAY OR MAY NOT BE OF RECORD.

PARENT TRACT 1  
121.45 ACRES+/-  
5,290,265 SQ. FEET+/-

NW 1/4 NW 1/4  
35-19N-31W

PARCEL: 01-08217-765

NEW LOT 1  
ORR ADDITION  
116.17 ACRES+/-  
5,060,485 SQ. FEET+/-

NE 1/4 NE 1/4  
34-19N-31W  
PARCEL: 01-08217-500

## PARENT LOT 2 ZEHER ADDITION DESCRIPTION:

LOT 2, ZEHER ADDITION TO THE CITY OF BENTON ARKANSAS AS SHOWN IN PLAT RECORD L202056913 OF THE BENTON COUNTY RECORDS.

S88°04'43"E  
890.41'

N2°23'59"E  
422.40'

S88°04'43"E  
422.40'

1/2" REBAR  
PLS 1000

POOL  
HOUSE

BARN

HOUSE

POOL

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

BARN

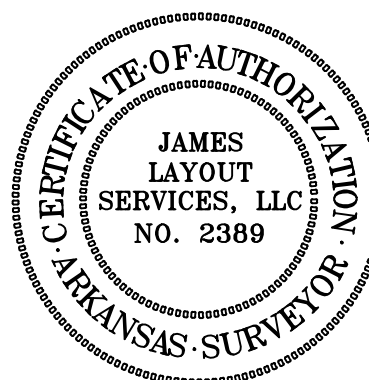
BARN

BARN

BARN

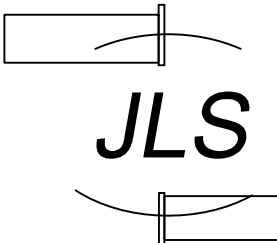
BARN

200' 0 200'  
SCALE: 1" = 200'

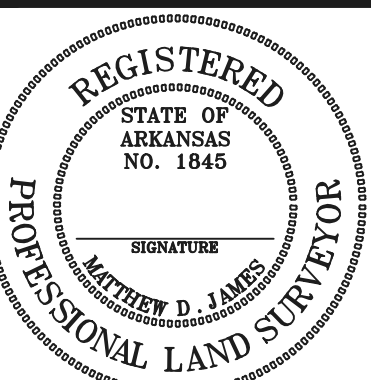


## State Filing Code:

500-19N-31W-0-35-440-04-1845  
500-19N-31W-0-34-110-04-1845  
500-19N-31W-0-27-220-04-1845  
500-19N-31W-0-26-300-04-1845

PROPERTY LINE ADJUSTMENT  
LOT 2 FROM ZEHER ADDITION & TRACT 1 FROM DEED 2013-231  
TO CREATE ORR ADDITION LOTS 1 & 2

James Layout Services, LLC  
P.O. Box 611  
Farmington, Arkansas 72730  
Telephone: (479) 439-9929  
survey@jlsnwa.com



CITY OF BENTONVILLE PROJECT NUMBER: PLA20-0064

## CERTIFICATE OF SURVEYING ACCURACY

I, MATTHEW JAMES, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: \_\_\_\_\_  
SIGNED: \_\_\_\_\_  
REGISTERED LAND SURVEYOR  
NO. 1845 STATE OF ARKANSAS

## CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ECT. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_

MICHAEL ZEHER \_\_\_\_\_ DATE \_\_\_\_\_

PAMELA ZEHER \_\_\_\_\_ DATE \_\_\_\_\_

NOTARY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

## CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATION AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED, THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: \_\_\_\_\_

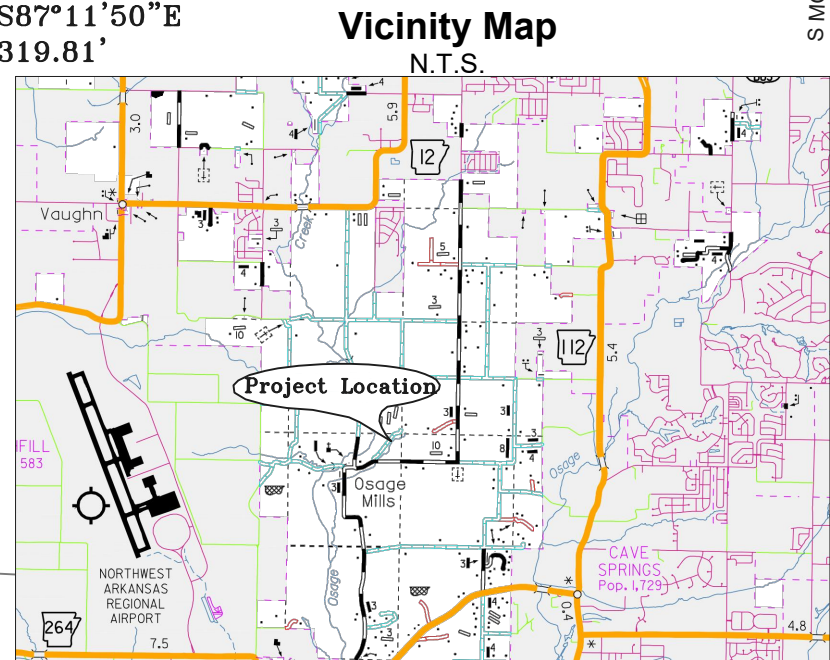
SIGNED: \_\_\_\_\_ BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: \_\_\_\_\_ MAYOR CITY OF BENTONVILLE

SIGNED: \_\_\_\_\_ CITY CLERK, CITY OF BENTONVILLE

## Notes:

- Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate.  
  
Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
- Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
- This plat represents a boundary survey of the parcel recorded in Deed Records, Book L202059401 and Plat L202056913 at the Office of the Circuit Clerk Benton County, Arkansas.
- The contractor/owner must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
- Basis of Bearings: Arkansas State Plane System North Zone (NAD83).
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats."
- No abstract of title, nor title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record which would affect this parcel.
- Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
- No attempt was made to show building setback lines graphically on the survey. Setback dimensions are based on the orientation of the building(s) to be constructed.
- Subsurface and environmental conditions were not examined nor considered a part of this survey.
- No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
- (BY GRAPHICAL PLOTTING ONLY)  
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0245K. Effective date 6/5/2012.



## Recording Information

Job Number: 20-384 PLA

Field Work: W.A.

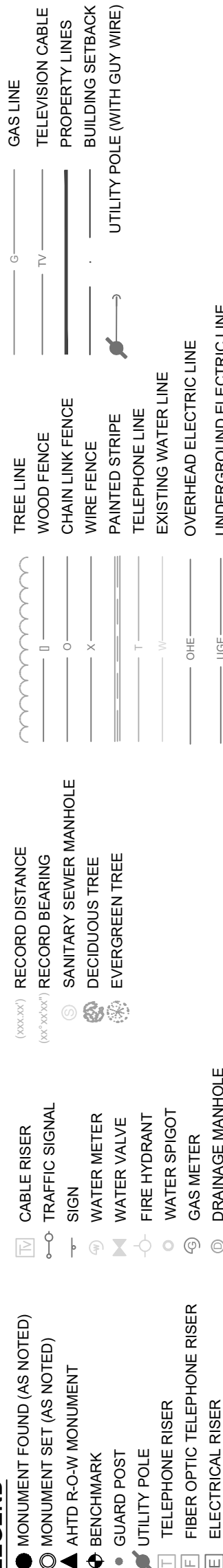
Drawn By: N.R.

Checked By: M.J.

Certificate of Authorization  
Arkansas Land Surveyor  
No. 2389

Date: 12/23/2020

Scale: 1"=200'

Basis of Bearings:(NAD83)  
Arkansas State Plane  
North Zone

SHEET NO.

1 OF 1

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

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS  
1-2 OF ORR ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS  
(PROJECT NUMBER: PLA20-0064).**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 1-2 of Orr Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on February 2, 2021; 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 1-2 of Orr 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 \_\_\_\_\_, 2021.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**Mercy Health NWA  
Communities, LLC**

797 SW 41<sup>st</sup> Street

PC Date: 2/2/2021

**Reviewer:** Jon Stanley, Senior Planner, ALSA

|                                        |                               |
|----------------------------------------|-------------------------------|
| <b>Project Number</b>                  | RZ20-0070                     |
| <b>Applicant / Current Owner</b>       | Mercy Health NWA Communities  |
| <b>Site Area</b>                       | +/- 10.81 acres               |
| <b>Current Zoning</b>                  | A-1, Agricultural             |
| <b>Requested Zoning</b>                | R-4, High Density Residential |
| <b>Future Land Use Map Designation</b> | Medium Density Residential    |

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

### Location Map



### Property Description

The requested rezoning is located at 797 SW 41<sup>st</sup> Street. Adjacent zoning districts are C-2, General Commercial and A-1 to the east, R-4, High-Density Residential and C-2 to the north, A-1 to the west, and Benton County to the south. The Bentonville Community Center borders the property immediately to the west and the Luxury I Street Apartments are located due north of this property.

Southwest 41<sup>st</sup> Street is designated as a Local street, while SW I Street is designated as an Arterial on the Master Street Plan.

## Relationship to the Bentonville Community Plan

The property is within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Land Use Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investments that have already taken place. (p. 44). Also, this area is noted for its potential to support mixed-use development.

The Future Land Use Plan depicts this property as Medium Density Residential. These areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. They may also include local amenities for residents, including neighborhood parks, places of worship, etc.

## Public Comment

Staff has received one written public comment regarding this request expressing support for the development.

## Analysis

According to the applicant's narrative, they intend to develop the property into multi-family housing that would be consistent with surrounding development patterns within and around the immediate area.

The area surrounding the proposed rezoning reflects a variety of land uses. C-2 developments, such as Mercy Heath Clinic to the south or McDonalds and Plaza Tire to the north, as well as multi-family developments such as the Luxury I Street Apartments to the north or the Limestone Ranch Apartments to the east, as well as the Bentonville Community Center to the west which provides local, public amenities and recreation opportunities to support the increase in density and act as an anchor for the surrounding mix of uses. In addition, SW 41<sup>st</sup> Street's designation as an Arterial suggests support for an increase in density in the area.

## Conclusion

Planning staff has reviewed this rezoning request. While it is not consistent with the Future Land Use Plan, it is consistent with the development patterns that have taken place in the surrounding area. Staff recommends approval of the proposed rezoning.



December 14, 2020

Bentonville Current Planning  
305 SW A Street  
Bentonville, AR 72712

RE: Rezoning of Property for Strategic Realty Group, LLC  
CTA Job #20112100

Staff,

On behalf of our clients we would like to formally request a zoning change for a portion of parcel 01-16610-001 from A-1, Agricultural to R-4, High Density Residential. The portion of the property is outlined in the property description provided. The proposed use will be multi-family residential. Mercy Health Northwest Arkansas Communities currently owns the property and signed the consent form.

The site is currently zoned A-1. Under that zoning, the proposed use is not allowed and this has prompted the request. This property is near the intersection of SW I St. and SW 41<sup>st</sup> St. Multi-family developments with R-4 zoning border the site to the north. Water and sewer are both readily available along SW 41<sup>st</sup> St. to the north.

Per the city's land use plan, this parcel is intended to be residential and, therefore, the proposed uses will conform nicely to the surrounding developments. Should you have any questions, please contact us at your convenience.

Thank you,

Taylor Lindley, P.E.

## NOTICE OF INTENT TO REZONE

Strategic Realty Group, LLC

has requested the Bentonville Planning

Commission to set a public hearing date to consider rezoning the following property from

A-1

to

R-4

The legal description of the property is as follows:

See attached

The common description of the property is: 797 SW 41st Street, Bentonville, AR

Proposed land use: Multi-Family Residential

The public hearing will be held February 2, 20 20 at 4:00 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 rezoning, 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 the 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:

[Redacted Signature]

Generations Bank

P220-0070

[Redacted Signature]

3704 Southmaine Dr  
Physical Address

Ind.  
Rogers, AR 72758

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: RZ20-0070).**

WHEREAS, Mercy Health NWA Communities 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:

PART OF LOT 18 OF EVERSOLE ADDITION, AS PER PLAT RECORD 2017-475 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.BEGINNING AT THE SOUTHWEST CORNER OF LOT 18 OF SAID EVERSOLE ADDITION;THENCE ALONG THE WEST LINE THEREOF N02°50'32"E 865.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE ALONG THE NORTH LINE THEREOF S87°16'06"E 217.66 FEET; THENCE ALONG SAID NORTH LINE 148.27 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1030.00 FEET AND A LONG CHORD OF N88°36'28"E 148.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 18; THENCE ALONG THE EAST LINE THEREOF S25°20'10"E 484.85 FEET; THENCE LEAVING SAID EAST LINE S01°25'35"W 449.16 FEET TO THE SOUTH LINE OF SAID LOT 18; THENCE ALONG SAID SOUTH LINE N87°10'05"W 605.45 FEET TO THE POINT OF BEGINNING, CONTAINING 10.81 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 2, 2021 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 \_\_\_\_\_, 2021.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**City Clerk**



## Crowhow, LLC

SE 7<sup>th</sup> Street & SE D Street

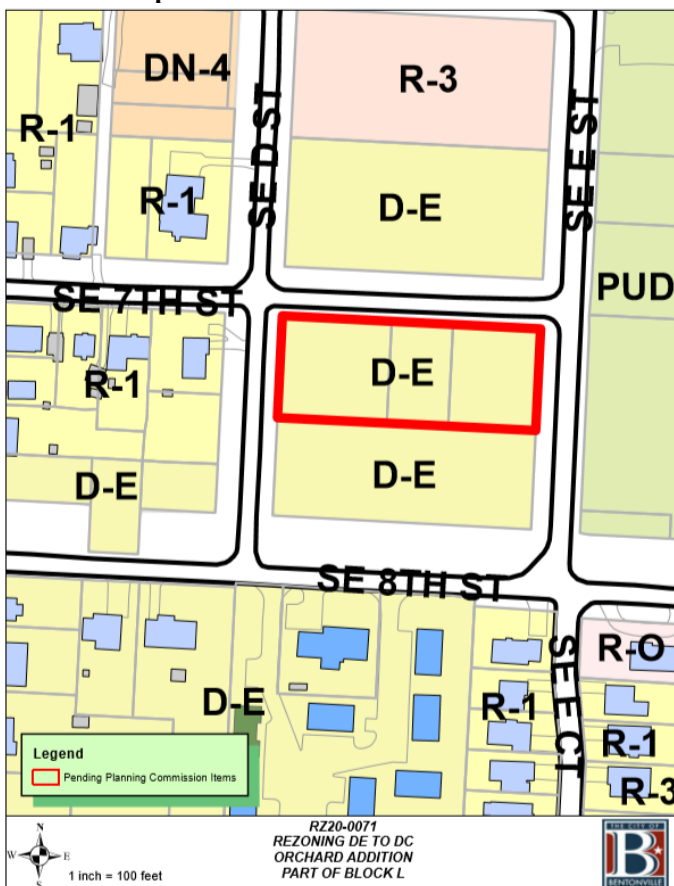
PC Date: 2/2/2021

Reviewer: Jon Stanley, Senior Planner

|                                 |                                                                           |
|---------------------------------|---------------------------------------------------------------------------|
| Project Number                  | RZ20-0071                                                                 |
| Applicant / Current Owner       | Crowhow, LLC<br>2714 SE Otis Corley Drive, Suite 136,<br>Rogers, AR 72756 |
| Site Area                       | +/-0.88 acres                                                             |
| Current Zoning                  | DE, Downtown Edge                                                         |
| Requested Zoning                | DC, Downtown Core                                                         |
| Future Land Use Map Designation | Downtown Commercial                                                       |

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

### Location Map



### Property Description

The property is located on SE 7<sup>th</sup> Street, between SE D Street and SE E Street. Adjacent zoning districts include DE, Downtown Edge to the north and south, R-1 Single-Family Residential to the west, and PUD, Planned Unit Development to the east.

### Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically include vertical, mixed-use developments with a focus on design character and pedestrian access.

The City of Bentonville Community Plan depicts this property to be within the Cultural Zone of the 8<sup>th</sup> Street Character Area. The Cultural Zone recommends intensifying housing and commercial development to create a more “urban environment” (p. 152). In addition, this area is noted for its potential to support mixed-use development. The DC, Downtown Core zoning district’s allowable density and uses lends itself to the vision for the Cultural Zone for the 8<sup>th</sup> Street Character Area.

### Public Comment

Staff has NOT received public comment on this request.

### Analysis

The DC, Downtown Core zoning district definition states that the intent of this zone is to maintain and expand the pedestrian oriented character of the town square. The physical form is of an urban character with uses that promote retail and entertainment venues with upper story residential uses permitted. Mixed use is defined as vertical mixed-use buildings with commercial and retail on the first floor and office and residential on the upper floors. Buildings are spaced closely or attached.

According to the applicant’s narrative, the intent of the rezoning request is to align the zoning of this property with recent development trends in the area.

### Conclusion

The proposed rezoning aligns with the Future Land Use Plan designation of Downtown Commercial.

Surrounding zoning districts and developments in the area also lend credence to the request. Staff recommends approval of the proposed rezoning.

December 14, 2020

City of Bentonville Planning Commission  
Community Development Building  
305 SW "A" Street  
Bentonville, Arkansas 72712

Re: ***SE 7<sup>th</sup> & SE D Street Rezoning Request***

To the City of Bentonville Planning Commission:

On behalf of Crowhow, LLC, Ecological Design Group (EDG) is submitting this rezone request for the following parcels:

- 01-03598-000, 01-03597-000, 01-03596-000

All the properties are currently zoned DE; Downtown Edge. The requested change in zoning is to accommodate a higher intensity zoning district, DC: Downtown Core.

The current ownership is Crowhow LLC, an Arkansas Limited Liability Company. There are no proposed immediate sales after rezoning – the property is intended to be developed.

The Future Land Use map identifies this property as Downtown Commercial which supports the request for Downtown Core zoning.

### **Proposed Use**

The request for Downtown Core is to allow the property to be developed with uses that are both compatible and complementary to existing and planned uses in the neighborhood. These neighboring uses include the Momentary, the SOMO project, the 8 Street Market, and the new Walmart Campus. The primary anticipated use for the property is professional office. Office use in Downtown Edge is limited to 4,000 square feet of area. Downtown Core is needed to develop larger "Class A" office buildings.

The property has excellent vehicular access to 8<sup>th</sup> Street to the south, which is a major arterial. The property can also be easily accessed via SE D Street and SE E Street. In addition to vehicular access, the property is both walkable and bikeable.

### **Signage**

At this time, no signage is planned beyond signage as allowed by City Code.

### **Traffic**

The property is in early design with an attractive and modern multi-story mixed-use office building that will be adjacent to 8<sup>th</sup> Street with parking in the rear. This design will enhance the 8<sup>th</sup> Street Corridor. The properties have close access to the 8<sup>th</sup> Street Corridor, which has the capacity to accommodate the traffic generated by the proposed development.



**Availability of Water and Sewer**

Water mains surround the site on all sides, along with 3 hydrants in close proximity. A sanitary sewer manhole, approximately 5' deep, exists near the center of SE D Street

Respectfully submitted,

**ECOLOGICAL DESIGN GROUP, INC.**

Brahm Driver, PE

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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DE, DOWNTOWN EDGE TO DC, DOWNTOWN CORE (PROJECT NUMBER: RZ20-0071).**

**WHEREAS**, Crowhow, 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 DE, Downtown Edge to DC, Downtown Core to be used in accordance with city zoning laws and state laws, which property is described as follows:

TRACT 1: A PART OF BLOCK L, ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING 175 FEET NORTH OF THE SE CORNER OF SAID BLOCK L; THENCE NORTH 125 FEET, MORE OR LESS, TO THE NE CORNER OF SAID BLOCK L; THENCE WEST 107 FEET; THENCE SOUTH 125 FEET; THENCE EAST 107 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH AN EASEMENT ACROSS THE NORTH 15 FEET OF THE FOLLOWING DESCRIBED LAND: PART OF BLOCK L, ORCHARD ADDITION, CITY OF BENTONVILLE, DESCRIBED AS BEGINNING AT THE SE CORNER OF SAID BLOCK L; THENCE WEST 230 FEET; THENCE NORTH 175 FEET; THENCE EAST 230 FEET; THENCE SOUTH 175 FEET TO THE PLACE OF BEGINNING. TRACT 2: PART OF BLOCK L, ORCHARD ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 175 FEET NORTH OF AND 107 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK L; THENCE NORTH 125 FEET, MORE OR LESS, TO THE STREET; THENCE WEST 75 FEET; THENCE SOUTH 125 FEET; THENCE WEST 75 FEET TO THE POINT OF BEGINNING. TRACT 3: THE WEST 134 FEET OF THE NORTH 125 FEET OF BLOCK L IN ORCHARD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.; and,

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 2, 2021 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 DE, Downtown Edge to DC, Downtown Core.

**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 DE, Downtown Edge to DC, Downtown Core to be used in accordance with the city zoning laws and state laws.

**PASSED AND APPROVED this\_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**APPROVED:**

**ATTEST:**

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

\_\_\_\_\_  
**City Clerk**



## City of Bentonville

SE 8<sup>th</sup> Street

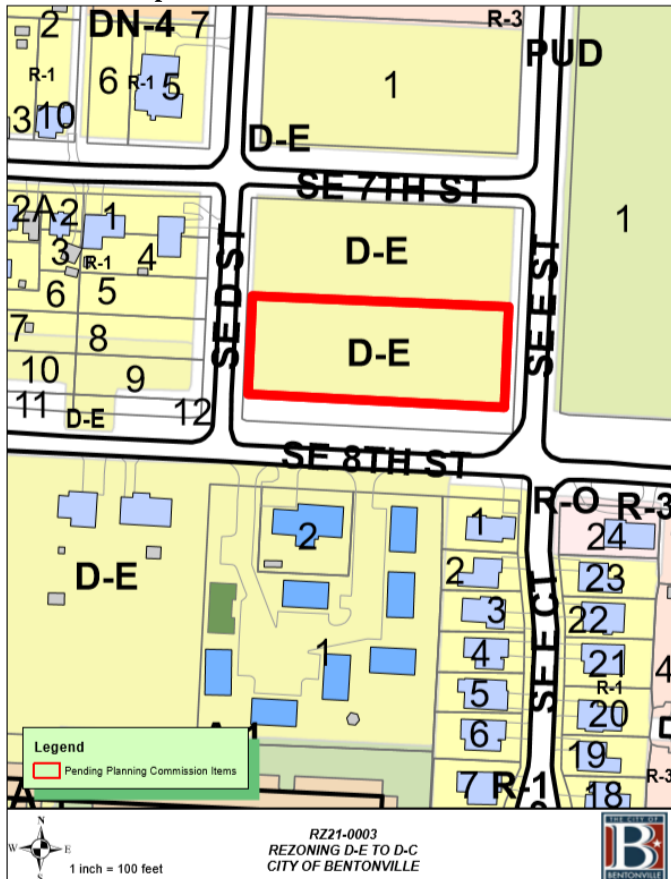
PC Date: 2/2/2021

Reviewer: Jon Stanley, Senior Planner

|                                 |                     |
|---------------------------------|---------------------|
| Project Number                  | RZ21-0003           |
| Applicant / Current Owner       | City of Bentonville |
| Site Area                       | +/-0.88 acres       |
| Current Zoning                  | DE, Downtown Edge   |
| Requested Zoning                | DC, Downtown Core   |
| Future Land Use Map Designation | Downtown Commercial |

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

### Location Map



### Property Description

The property is located on SE 8<sup>th</sup> Street, between SE D Street and SE E Street. Adjacent zoning districts include DE, Downtown Edge to the north and west, DC, Downtown Core to the south and PUD, Planned Unit Development to the east.

### Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically include vertical, mixed-use developments with a focus on design character and pedestrian access.

The City of Bentonville Community Plan depicts this property to be within the Cultural Zone of the 8<sup>th</sup> Street Character Area. The Cultural Zone recommends intensifying housing and commercial development to create a more “urban environment” (p. 152). In addition, this area is noted for its potential to support mixed-use development. The DC, Downtown Core zoning district’s allowable density and uses lends itself to the vision for the Cultural Zone for the 8<sup>th</sup> Street Character Area.

### Public Comment

Staff has NOT received public comment on this request.

### Analysis

The DC, Downtown Core zoning district definition states that the intent of this zone is to maintain and expand the pedestrian oriented character of the town square. The physical form is of an urban character with uses that promote retail and entertainment venues with upper story residential uses permitted. Mixed use is defined as vertical mixed-use buildings with commercial and retail on the first floor and office and residential on the upper floors. Buildings are spaced closely or attached.

### Conclusion

The proposed rezoning aligns with the Future Land Use Plan designation of Downtown Commercial.

Surrounding zoning districts and developments in the area also lend credence to the request. Staff recommends approval of the proposed rezoning.

Dear Planning Commission,

The City of Bentonville seeks rezoning of parcel 01-03599-002, which is adjacent to SE 8<sup>th</sup> Street, SE D Street, and SE E Street, from DE, Downtown Edge to DC, Downtown Core. This request is related to the Crowhow, LLC rezoning from DE to DC directly to the north.

The Future Land Use Maps shows a classification of Downtown Commercial. According to the Bentonville Community Plan, Downtown Commercial areas include traditional mixed-use developments with a focus on design character and pedestrian access.

In addition to the site's compatibility with the Future Land Use Map, several factors lend credence to rezoning to DC, Downtown Core. First, zoning districts adjacent to this request include DE, Downtown Edge, to the north, south, and west, and PUD, Planned Unit Development to the east. Further east on SE 8<sup>th</sup> Street are zoning classifications of R-1, Single-Family Residential, C-2, General Commercial, and I-2, Heavy Industrial, while further west are classifications of DC, Downtown Core, DE, Downtown Edge, and C-2, General Commercial. The variety of zoning districts along the corridor show support for mixed land uses. Also, the recently approved SOMO PUD directly to the east and the Momentary to the northeast evidence support for intense, mixed-use, pedestrian-oriented development adjacent to SE 8<sup>th</sup> Street.

Second, the Bentonville Community Plan depicts this property within Priority Area 1, Downtown Intensification ( p. 47). The plan notes that this area's development trends can help achieve the community objectives of taking advantage of existing infrastructure and capacity, providing greater housing and commercial options, and increasing the number of persons living and working within proximity of downtown (p. 46). The priority area recommends continued support of increased residential density and mixed-use development. The DC, Downtown Core, zoning district, with its mix of allowable uses and stringent design requirements is in line with this priority area's stated intent and recommendations.

Finally, this property is located within the 8<sup>th</sup> Street Subarea Plan of the Community Plan. The Subarea Plan identified the Cultural Character Area, which is noted as an area of dramatic transition. The Cultural Area is noted as a potential gateway into downtown Bentonville ( p. 152). The objectives of the area include intensifying housing and commercial uses to create a more "urban" environment, creating a link to Downtown Bentonville, and minimizing the impacts on bicycle and pedestrian traffic created by the future SE 8<sup>th</sup> Street project. The Downtown Core zoning district, with its mix of allowable uses, enhanced design standards, and wider required sidewalks (12-feet as opposed to 5-feet), should help to accomplish each of these objectives.

In summary, the current Future Land Use Classification of Downtown Commercial, surrounding development trends, and the stated objectives and recommendations of the Downtown Intensification Priority Area and SE 8<sup>th</sup> Street Subarea Plan all lend support to the rezoning request. I appreciate your consideration of this request.

Tyler Overstreet

Senior Planner, AICP

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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DE, DOWNTOWN EDGE TO DC, DOWNTOWN CORE (PROJECT NUMBER: RZ21-0003).**

**WHEREAS**, City of Bentonville 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 DE, Downtown Edge to DC, Downtown Core to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF BLOCK L, ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF BLOCK L. THENCE N2°31'37"E, 54.59' TO THE POINT OF BEGINNING. THENCE N2°31'37"E, 120.41'; THENCE S87°35'46"E, 314.87'; THENCE S2°34'28"W, 123.43'; THENCE N87°2'44"W, 314.78' TO THE POINT OF BEGINNING.; and,

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 2, 2021 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 DE, Downtown Edge to DC, Downtown Core.

**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 DE, Downtown Edge to DC, Downtown Core to be used in accordance with the city zoning laws and state laws.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**City Clerk**



## Keeley

806 SE 4<sup>th</sup> Street

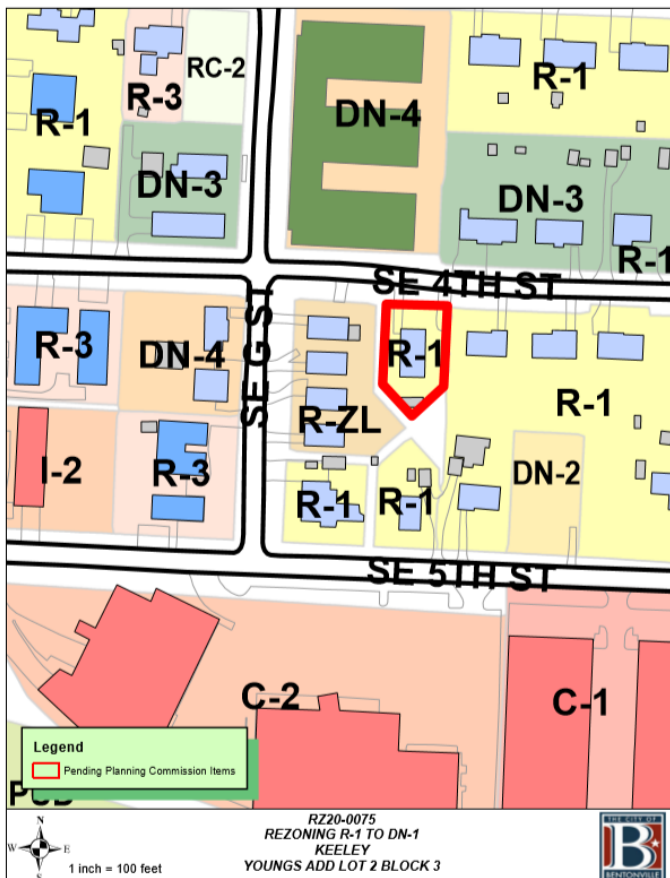
PC Date: 2/2/2021

Reviewer: Jon Stanley, Senior Planner, ALSA, APA

|                                 |                                                                              |
|---------------------------------|------------------------------------------------------------------------------|
| Project Number                  | RZ20-0075                                                                    |
| Applicant / Current Owner       | Michael and Ruth Keeley<br>11232 W Stonebriar Drive<br>Bentonville, AR 72712 |
| Site Area                       | 0.20 acres                                                                   |
| Current Zoning                  | R-1, Single Family Residential                                               |
| Requested Zoning                | DN-1, Downtown Low-Density Residential                                       |
| Future Land Use Map Designation | Low Density Residential (LDR)                                                |

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

### Location Map



### Property Description

This property is located at 806 SE 4<sup>th</sup> Street and is currently zoned R-1, Single Family Residential. Adjacent zonings are DN-4, Downtown Mixed-Use Residential to the north and south, R-1 to the east, and R-ZL, Zero Lot Line Residential to the west.

### Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties.

### Public Comment

Staff has NOT received public comment regarding this request.

### Analysis

The Bentonville Community Plan depicts the downtown area as the area generally bounded by Tiger Boulevard to the north, J Street to the east, 14<sup>th</sup> street to the south, and Walton Boulevard to the west. Properties within this area could potentially support Downtown Neighborhood (i.e. DN-1, 2, 3, and 4) and Downtown Commercial (i.e. DC and DE) zoning districts, depending on their location, context, and land use classification. Each of these zoning districts have a close approximation for themselves in areas outside of downtown.

In the case of this request, DN-1 and R-1 are close approximations of one another. R-1 and DN-1 share the following in common:

- Both R-1 and DN-1 allow for only single-family residential construction.
- Both R-1 and DN-1 have 36-foot height maximums.
- Both R-1 and DN-1 have a 45% lot coverage maximum for corner lots (such as this property).
- Both R-1 and DN-1 have 60-foot lot minimums and 6,000 square foot lot area minimums.

The primary difference between the districts are the setback standards. The DN-1 zoning district allows for 15-foot front and side exterior setbacks as opposed to the 20 feet required in the R-1 zoning district. The intent behind the more flexible setbacks of the Downtown Neighborhood districts is to orient the homes closer to the street and sidewalk, creating a more pedestrian friendly, slower traffic area, indicative of Traditional Neighborhood Design.

**Conclusion**

The proposed rezoning does align with the Future Land Use Plan designation of Low Density Residential. Staff recommends approval of the amended request.

**WATKINS, BOYER,  
GRAY & CURRY, PLLC**

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.  
RONALD L. BOYER, P.A.  
JENNIFER E. GRAY, P.A.\*  
ANDREW T. CURRY, P.A.  
WILLIAM A. KELLSTROM  
JOHN E. JENNINGS (OF COUNSEL)  
\* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL  
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY  
AMY BENSON, PARALEGAL  
WHITNEY DUCKER, OFFICE MANAGER

December 28, 2020

Bentonville Planning Department  
305 SW A Street  
Bentonville, AR 72712

**RE: Keeley-Rezone of Parcel No. 01-04686-000 from R-1 to DN-1**

Dear Planning Staff:

This law firm has been hired to represent the applicants, Ruth C. Keeley and Michael F. Keeley, in obtaining a rezoning of Parcel No. 01-04686-000 from R-1, Single Family Residential to DN-1, Downtown Neighborhood.

The reason for this zoning request is to bring the lot into compliance with recent updates to Bentonville's zoning code and master plans, as well as to take advantage of setbacks and other dimensional regulations. The current owners would like to tear down the existing single family home on the lot and build a new single family home in its place.

Because the use—single family residential—will remain the same, this rezoning is unlikely to increase traffic and there will be no new signage. The new home's architecture will be compatible with that of other recent new construction in downtown Bentonville. Lastly, being that a home already exists on the property, water and sewer are already available to this parcel and will be connected in the same way as they currently exist.

If you have any questions, feel free to contact me at 479-636-2168 or at [wkellstrom@watkinslawoffice.com](mailto:wkellstrom@watkinslawoffice.com)

Sincerely,

WATKINS, BOYER,  
GRAY & CURRY, PLLC

Will A. Kellstrom

WK:  
pc:

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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0075).**

**WHEREAS**, Ruth and Michael Keeley 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-1, Downtown Low-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2 BLOCK 3 YOUNGS ADDITION TO BENTONVILLE, BENTON COUNTY,  
AR AS SHOWN ON PLAT RECORD BOOK "G" PAGE 165, RECORDED IN THE  
BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 2, 2021 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 R-1, Single Family Residential to DN-1, Downtown Low-Density Residential.

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**City Clerk**



## Agenda Item Form

|                              |               |
|------------------------------|---------------|
| Date of City Council Meeting | 2/9/2021      |
| Department                   | Planning      |
| Submitted by                 | Shelli Kerr   |
| Phone                        | (479)271-6822 |

|                                                                                                                                                                                                                                                                                    |                                       |                                        |                                               |                                     |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                           |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                         | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                      |                                       |                                        |                                               |                                     |                                    |
| <b>An ordinance repealing ordinance No. 2003-119 establishing a Criminal Nuisance Abatement Board; codified as Article 32-III Criminal Nuisance Abatement Board. The board has not met in several years and issues are being resolved through other options in District Court.</b> |                                       |                                        |                                               |                                     |                                    |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | 0                                                                   |
| Is this Item Budgeted?                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
|                                                                                         |                                                                     |



# MEMO



To: Mayor Stephanie Orman and Bentonville City Council  
From: Ellen Norvell, Community Development Director  
CC Date: February 09, 2021  
Re: Nuisance Abatement Board Repeal

---

## **Background**

In 2003, the City of Bentonville adopted Ordinance No. 2003-119 creating a criminal nuisance abatement board pursuant to Act 1190 of 2003 (A.C.A. § 14-54-1701 et. seq.). This statute does not require a municipality to establish a criminal nuisance abatement board, but gives them the authority to do so.

The ordinance is codified as Article 32-III Criminal Nuisance Abatement Board. The board is composed of five citizens appointed by city council to serve one five year term. Their role is to conduct hearings on complaints concerning places and premises used as public or common nuisances. The Community Development department is designated to provide staff support for the board.

## **Issue**

The Criminal Nuisance Abatement Board has not met in several years. Issues that could go through this board are being pursued through other options in District Court. The board is not mandated by state statute. Therefore, the Criminal Nuisance Abatement Board is no longer needed.

## **Recommendation**

Staff recommends repealing Ordinance No. 2003-119 and Article 34-III Criminal Nuisance Abatement Board from the City Code.

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

**AN ORDINANCE REPEALING ORDINANCE NO. 2003-119 CODIFIED AS  
ARTICLE 34-III CRIMINAL NUISANCE ABATEMENT BOARD IN THE  
CITY OF BENTONVILLE, ARKANSAS.**

**WHEREAS**, City Council approved Ordinance No. 2003-119 establishing a Criminal Nuisance Abatement Board pursuant to Act 1190 of 2003 (A.C.A. § 14-54-1701 et. seq.); and,

**WHEREAS**, the Bentonville Criminal Nuisance Abatement Board has not met in several years and issues are being resolved through other options in District Court.

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

**Section 1.** That Ordinance No. 2003-119 codified as Bentonville Municipal Code, Article 34-III Criminal Nuisance Abatement Board should be and the same is hereby repealed.

**Section 2.** That this ordinance shall be in full force and effect 30 days from the date of its passage and approval.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**Kirby Romines, City Clerk**



February 4, 2021

**To:** City Council Members & City Clerk

**From:** Mayor Stephanie Orman

**Subject:** Appointment of Pamela Ferguson to Bentonville's Advertising and Promotion Commission.

---

I recommend Pamela Ferguson for appointment to Bentonville's Advertising and Promotion Commission. Ms. Ferguson's term expires on December 31, 2024.

SO  
Stephanie Orman



January 27, 2021

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

Dear Mayor:

On January 26, 2021, the Bentonville Advertising & Promotion Commission voted to submit to the City Council for their approval:

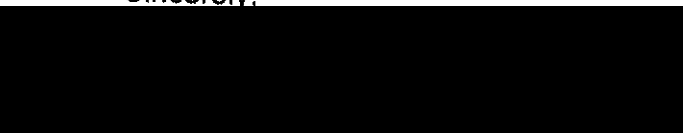
The appointment of **Pamela Ferguson** as a hotel representative on the commission. This is her first full term on the commission.

The term for this seat is January 1, 2021 through December 31, 2024.

For your convenience, we are enclosing a copy of her application and Commission terms summary.

Please let me know if you have any questions.

Sincerely,



Karlene Smith  
President/CEO

104 E. Central Ave. · Bentonville, Arkansas 72712 · (479) 271-9153 · toll free (800)  
410-2535



BENTONVILLE  
ADVERTISING & PROMOTION COMMISSION  
COMMISSIONER APPLICATION

NAME: Pamela M. Ferguson

DATE: 1/4/2021

RESIDENCE ADDRESS:

MAILING ADDRESS (if different)

EMAIL ADDRESS:

PHONE NUMBERS: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

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

La Quinta Inn & Suites by Wyndham Bentonville Your role: Director of Sales & Marketing

REFERENCES:

NAME: Kimberley Condon

NAME: Travis Stephens

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

**I have always held a position in Sales/Marketing/Advertising. I moved to Bentonville in 2017 and took a position as DOS at La Quinta. I became active in the community through the Chamber Ambassador program and the many B2B networking events in the area. This past year has been a challenge for all of us. Previously I owned and published a Real Estate Magazine for 13 years and was a GM for a failing B&B Event Venue. Both became successful from some out of the box sales and marketing campaigns. Focusing on the area and promoting the reasons to either advertise or visit and stay at the B&B worked well for me then and now.**

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

**I firmly believe you should be sensitive to the times but never stop marketing. There are so many reasons to come here. With every new addition like the Momentary, the announcement of the MB Capitol of the world along with the extension and beautification of the walking and bike trails is another reason for tourists to come to Bentonville from everywhere to experience its beauty and help restaurants, hotels and all local businesses thrive. I would like to do my part in developing the right avenues to let the world know why they need to experience Bentonville.**

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

Email: [baylea@visitbentonville.com](mailto:baylea@visitbentonville.com)

Mail: **Bentonville A&P Commission 104 East Central Avenue Bentonville, AR 72712**

**Pamela M. Ferguson**  
**603.997.6142**  
**Email: [p.ferguson29@gmail.com](mailto:p.ferguson29@gmail.com)**

Thank you for taking the time to review my work experience. I enjoy the challenge of meeting people and I am always eager to learn something new. I am a qualified manager and a good team player.

**Objective:** My goal is to work with the Advertising and Promotion Commission and use my various skills to help increase awareness of all that Bentonville has to offer. At this time promoting bike life, museums and the history of the area are especially important to rebuilding hospitality in Bentonville.

**Experience:** Hotel Management and Sales, Event Planning for all occasions, Public Relations, Product Sales, Digital Marketing, Website Management, Publishing, Networking, Customer Care, Tradeshow rep, Convention Coordinator, Workshop writer & trainer.

2017-Present – Director of Sales, La Quinta Inn & Suites, 1001 SE Walton Blvd., Bentonville, AR 72712

The La Quinta has 107 Rooms and Suites and 1900 sq ft of meeting space.

- Maintain and increase revenue through Group and Event Sales.
- Promote, Sell and Coordinate group/event packages for business and leisure to include outside catering services
- Attend and volunteer for local community and corporate events
- Create and update sales and marketing literature and maintain website content
- Actively involved in revenue and yield management
- Active Ambassador of Bentonville Chamber and member of Rogers/Lowell Chambers of Commerce.

2009-2017 -General Manager/Innkeeper/ Event Planner, The Victoria Inn Bed & Breakfast and Pavilion of Hampton, NH.

Lodging for 20 and destination venue for weddings and special occasion receptions for 150 guests.

([www.thevictoriainn.com](http://www.thevictoriainn.com) ) The Main House has 7 rooms, 3 suites.(Guest reviews at [www.weddingwire.com](http://www.weddingwire.com), [www.theknot.com](http://www.theknot.com), [www.booking.com](http://www.booking.com), [www.tripadvisor.com](http://www.tripadvisor.com) )

- Market, sell and coordinate events to include bar and catering services on and off site.
- One on one meetings with clients and email communication to be sure the event is successful.
- Create and update sales and marketing literature and website content [www.thevictoriainn.com](http://www.thevictoriainn.com).
- Manage food, bar and catering for events.
- Manage room reservations, housekeeping and kitchen staff. Teach staff Customer Service and maintain 5 star rating.

1994-2006 Owner/Publisher, The Real Estate Guide, Stratham, NH 03885 Sold in 2006.

Free publication for advertising real estate for sale in Massachusetts, Maine and New Hampshire..

- Published 48-68 pages biweekly for 14 years. (Distribution 100,000 per month.)
- Managed sales, marketing, distribution and publishing with 22 full and part time employees.
- Introduced one of the first property search sites in 1996.
- Maintained 92% of client base over 14 years. Sales of \$350,000 in 20

Computer: Excel, Microsoft Word, Publisher, Adobe Photoshop ,Pagemaker, Outlook Express, Google Email, E marketing with Microsoft Publisher and Constant Contact, Twitter, Linked In and Face Book.

**Education:** Peabody High School  
Boston International Forum  
NH Real Estate License

**Community:** Chamber of Commerce Ambassador  
Crystal Bridges  
Momentary  
Masterminds of Business Member

**Interests:** Family, travel, movies, walking, reading, community development



1001 S.E. Walton Boulevard  
Bentonville, AR 72712  
PH: 479-271-7555  
lq0790dos@laquinta.com

January 4, 2020

Bentonville Advertising & Promotion Commission  
104 East Central Ave.,  
Bentonville, AR 72712

Greetings,

Thank you for the opportunity to apply for the position of Commissioner for the Bentonville Advertising & Promotion Commission. I understand if I am chosen I will be expected to be available for meetings, etc. and I feel confident that my other commitments will allow me to have the time to be a contributing member of the team.

Here for you,

Pamela M. Ferguson  
Director of Sales & Marketing

P:\A & P Mtgs\Commission Forms & Letters\Terms\AP Terms 01.27.21



## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 1/26/2020      |
| Department                   | ENGINEERING    |
| Submitted by                 | TRACY BILLINGS |
| Phone                        | (479) 696-0229 |

|                                                                                                     |                                       |                                        |                                               |                                     |                                    |
|-----------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: Public Hearing and Ordinance</b>                                                      |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                          | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                       |                                       |                                        |                                               |                                     |                                    |
| Public hearing and ordinance vacating a Utility Easement requested 3301 SW 2nd Street (VAC21-0001). |                                       |                                        |                                               |                                     |                                    |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | \$                                                                  |
| Is this Item Budgeted?                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
|                                                                                         |                                                                     |

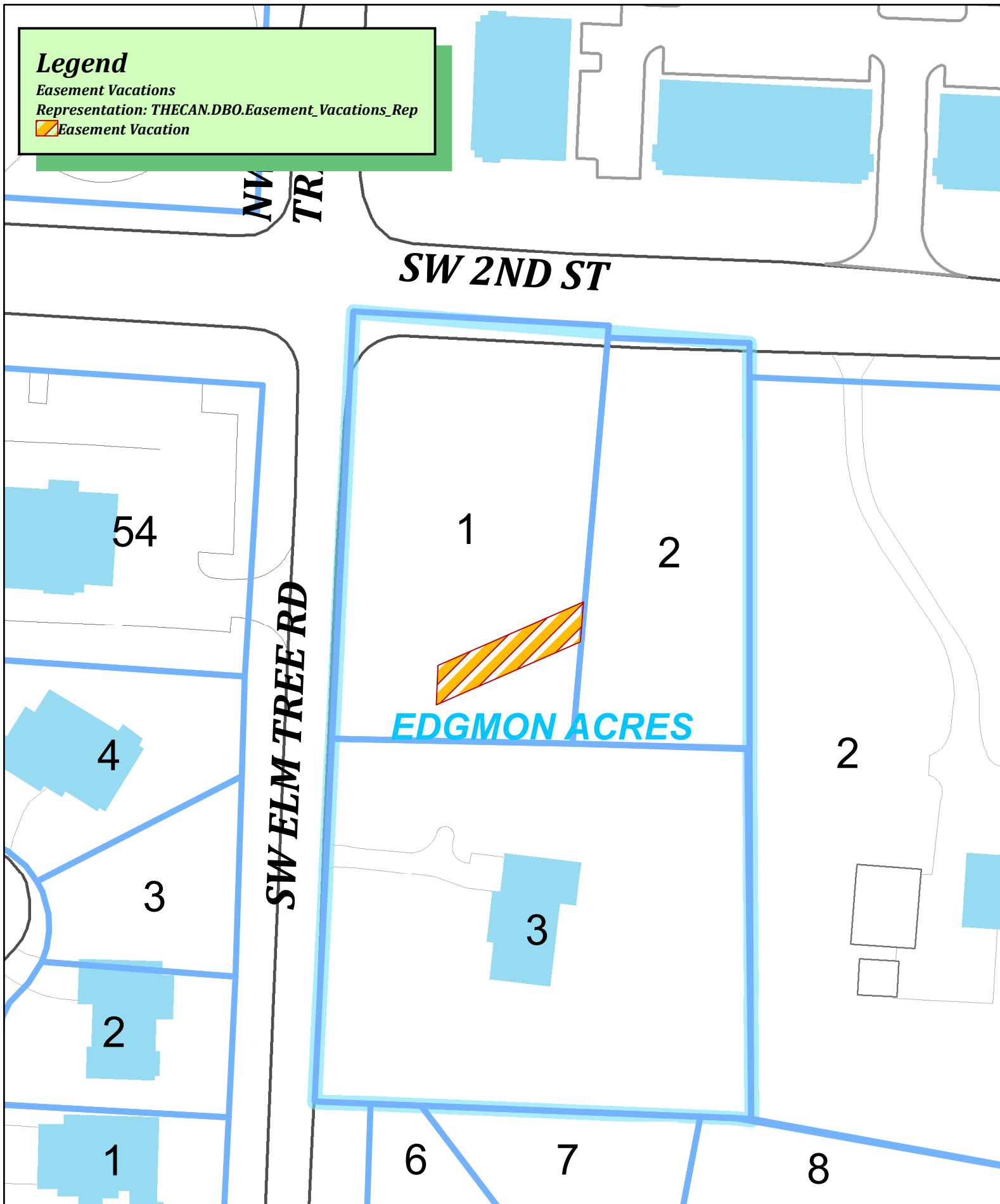


## Legend

Easement Vacations

Representation: THECAN.DBO.Easement\_Vacations\_Rep

 Easement Vacation



1 inch = 69 feet

VAC21-0001

Circle K

Access Easement Vacation



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

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 3207 SW  
2<sup>nd</sup> STREET OF EDGMON ACRES TO THE CITY OF BENTONVILLE, ARKANSAS,  
BENTON COUNTY ARKANSAS (VAC21-0001).**

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

PART OF LOT 1 OF EDGMON ACRES, AS PER PLAT BOOK 16 AT PAGE 63 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT1 OF SAID EDGMON ACRES;  
THENCE ALONG THE EAST LINE THEREOF N04°22'24"E 57.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHERLY LINE OF A 20 FOOT POWER LINE EASEMENT, AS SHOWN ON PLAT RECORD BOOK 16 AT PAGE 63;  
THENCE ALONG SAID SOUTHERLY LINE S66°22'44"W 89.33 FEET TO THE EAST LINE OF A 30 FOOT UTILITY EASEMENT, AS SHOWN ON PLAT RECORD BOOK 16 AT PAGE 63;  
THENCE ALONG SAID EAST LINE N02°37'00"E 22.30 FEET THE NORTHERLY LINE OF A 20 FOOT POWER LINE EASEMENT, AS SHOWN ON PLAT RECORD BOOK 16 AT PAGE 63;  
THENCE ALONG SAID NORTHERLY LINE N66°22'44"E 90.10 FEET TO THE EAST LINE OF LOT1 OF SAID EDGMON ACRES;  
THENCE ALONG SAID EAST LINE S04°22'24"W 22.65 FEET TO THE POINT OF BEGINNING, CONTAINING 1794 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

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

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

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

PART OF LOT 1 OF EDGMON ACRES, AS PER PLAT BOOK 16 AT PAGE 63 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT1 OF SAID EDGMON ACRES;  
THENCE ALONG THE EAST LINE THEREOF N04°22'24"E 57.96 FEET TO THE POINT OF  
BEGINNING, SAID POINT BEING THE SOUTHERLY LINE OF A 20 FOOT POWER LINE  
EASEMENT, AS SHOWN ON PLAT RECORD BOOK 16 AT PAGE 63;  
THENCE ALONG SAID SOUTHERLY LINE S66°22'44"W 89.33 FEET TO THE EAST LINE  
OF A 30 FOOT UTILITY EASEMENT, AS SHOWN ON PLAT RECORD BOOK 16 AT  
PAGE 63;  
THENCE ALONG SAID EAST LINE N02°37'00"E 22.30 FEET THE NORTHERLY LINE OF  
A 20 FOOT POWER LINE EASEMENT, AS SHOWN ON PLAT RECORD BOOK 16 AT  
PAGE 63;  
THENCE ALONG SAID NORTHERLY LINE N66°22'44"E 90.10 FEET TO THE EAST LINE  
OF LOT1 OF SAID EDGMON ACRES;  
THENCE ALONG SAID EAST LINE S04°22'24"W 22.65 FEET TO THE POINT OF  
BEGINNING, CONTAINING 1794 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

**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 \_\_\_\_\_, 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

\_\_\_\_\_  
**Kirby Romines, City Clerk/Recorder**  
**City of Bentonville, Arkansas**

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



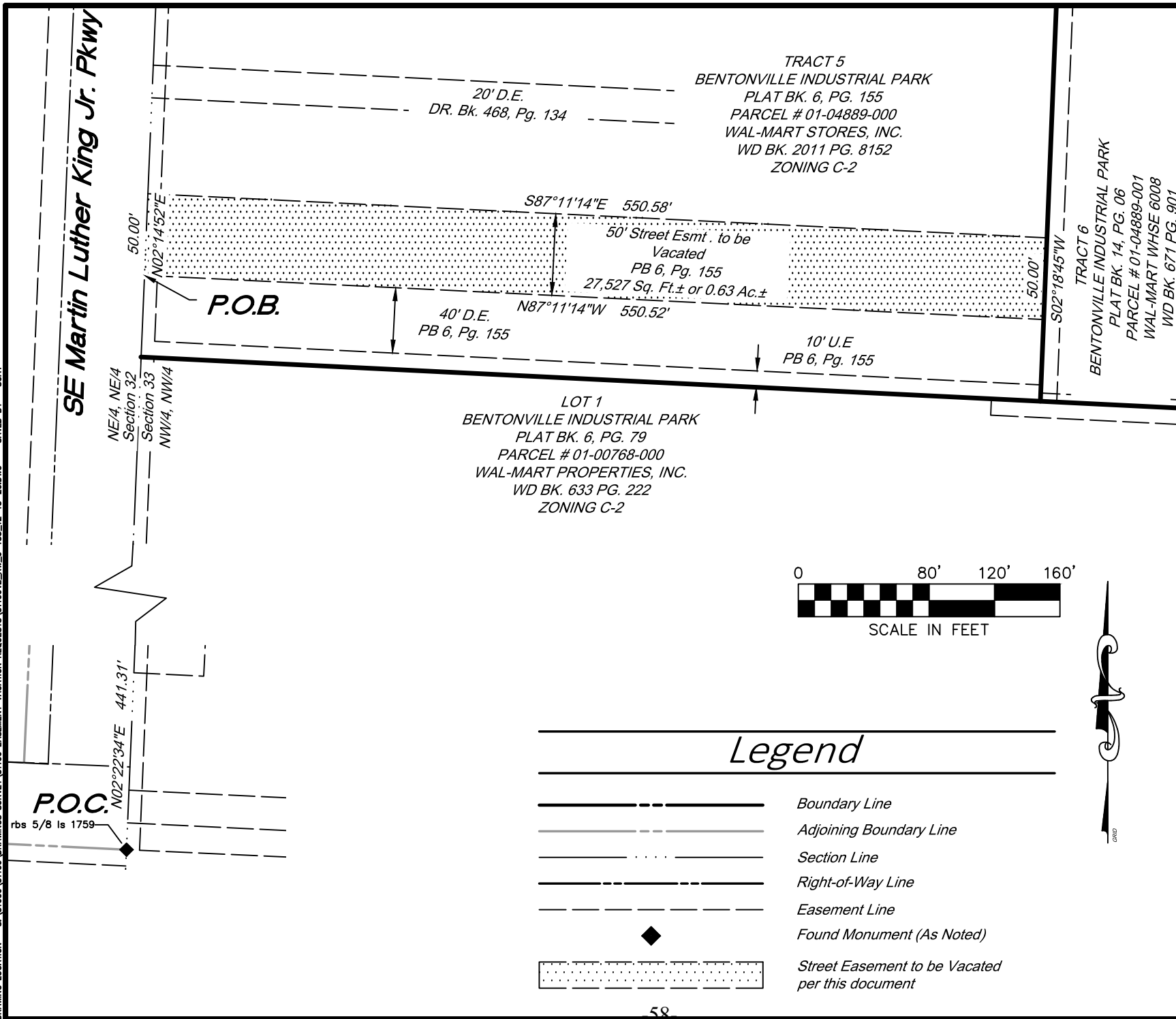
## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 1/12/2021      |
| Department                   | ENGINEERING    |
| Submitted by                 | TRACY BILLINGS |
| Phone                        | (479) 696-0229 |

|                                                                                                                                                                                            |                                       |                                        |                                    |                                                |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: Resolution to set public hearing</b>                                                                                                                                         |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                 | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (<i>Enter recommendation in space below</i>):</b>                                                                                                       |                                       |                                        |                                    |                                                |                                    |
| A Resolution setting a Public Hearing for February 23, 2021 for a Street Right of Way Vacation requested for 203 SE Martin Luther King, Lot 5 of Bentonville Industrial Park (VAC20-0036). |                                       |                                        |                                    |                                                |                                    |

|                                                                                               |                                                                     |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                                | \$                                                                  |
| Is this Item Budgeted?                                                                        | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (<i>briefly explain in space below</i>):</b> |                                                                     |
|                                                                                               |                                                                     |





CEI ENGINEERING ASSOCIATES, INC.  
 3108 SW REGENCY PKWY  
 BENTONVILLE, AR 72712  
 PHONE: (479) 273-8472  
 FAX: (479) 273-0844  
 CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100  
 DALLAS, TX 75234  
 PHONE: (972) 488-3737  
 FAX: (972) 488-6732  
 BRANCH TBPLS FIRM #10194234

Vacation Exhibit  
 Wal-Mart Stores, Inc.  
 Martin Luther King Jr Pkwy  
 Bentonville, Benton County, Arkansas

|                        |            |
|------------------------|------------|
| PROFESSIONAL OF RECORD | DGR        |
| DESIGNER               | JDC        |
| FIELD WORK             | N/A        |
| CEI PROJECT NUMBER     | 31166      |
| DATE                   | 12/17/2020 |
| REVISION               | REV-0      |

Easement Vacation  
 Exhibit

SHEET TITLE

SHEET NUMBER

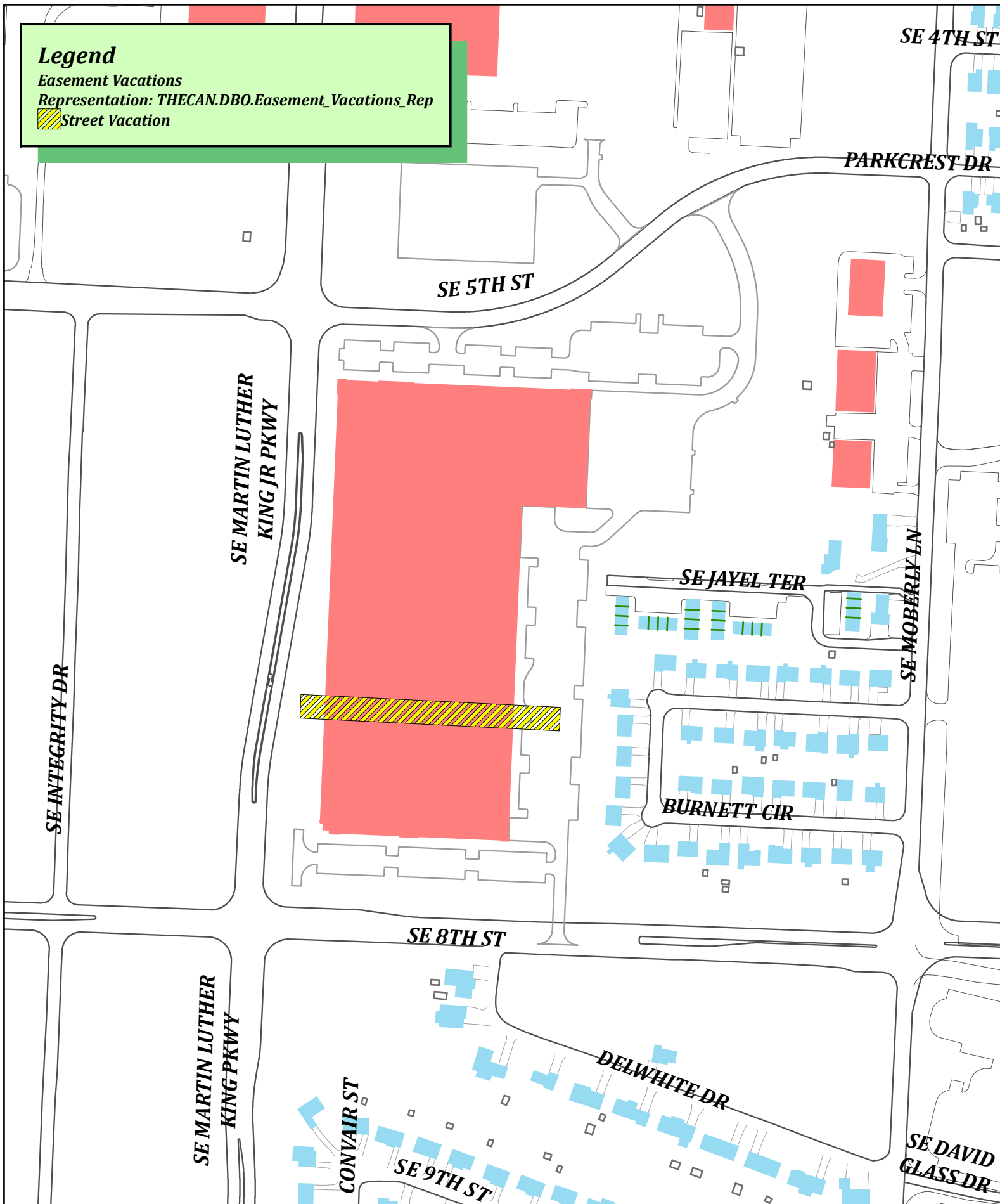
1 OF 1

## Legend

Easement Vacations

Representation: *THECAN.DBO.Easement\_Vacations\_Rep*

 Street Vacation



1 inch = 258 feet

**VAC20-0036**  
**Street ROW 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 Walmart requesting a Street Right of Way vacation (VAC20-0036) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A 50 foot Street Easement recorded Plat Book 6, Page 155, being a part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section 33, Township 20 North, Range 30 West, being a part of Tract 5, Bentonville Industrial Park to the City of Bentonville, Arkansas according to Plat Book 6, Page 155 in the public records of Benton County, Arkansas being also described as follows:

COMMENCING at a found 5/8" rebar capped LS #1759 and the Southwest Corner of the Southwest Quarter of the Northwest Quarter, Section 33, Township 20 North, Range 30 West;

THENCE North 02°22'34" East along the West line of said Section 33, a distance of 441.31 feet to the POINT OF BEGINNING;

THENCE North 02°14'52" East, a distance of 50.00 feet;

THENCE South 87°11'14" East, a distance of 550.58 feet to a point on the East boundary of aforementioned Tract 5;

THENCE South 02°18'45" West along said East boundary, a distance of 50.00 feet to the North boundary of a 40' drainage easement according to aforementioned Plat Book 6, Page 155;

THENCE North 87°11'14" West along said North boundary, a distance of 550.52 feet to the POINT OF BEGINNING, containing 27,527 square feet or 0.63 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 February 23, 2021 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 \_\_\_\_\_ 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

\_\_\_\_\_  
City Clerk  
Bentonville, Arkansas

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



## Agenda Item Form

|                              |                               |
|------------------------------|-------------------------------|
| Date of City Council Meeting | 2/9/2021                      |
| Department                   | Police Department             |
| Submitted by                 | Jon Simpson - Chief of Police |
| Phone                        | (479) 271-3170                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |                                        |                                    |                                     |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check All That Apply)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                                        |                                    |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                       |                                        |                                    |                                     |                                    |
| <p>This is a request for a waiver of competitive bidding to purchase equipment and installation for (14) 2021 budgeted police department vehicles consisting of (8) marked Chevrolet Tahoes PPV-2WD, (2) marked Chevrolet Tahoes PPV-4WD, (2) unmarked Chevrolet Traverse, (1) unmarked Dodge Durango, and (1) operations truck. The vehicles to be equipped will be provided by Superior Fleet and Commercial Sales in Siloam Springs, at current State Bid pricing. Superior will provide and install police equipment for each aforementioned vehicle, in the amount of \$18,304.38 each (total \$146,435.04 -2WD PPV), \$10,011.35 each (total \$20,022.70 – 4WD PPV), \$3,364.00 each (total \$6728.00 - Traverse), \$4034.00 for the Durango, and \$3731.66 for the operations truck. This waiver of competitive bidding would streamline the upfitting process of the vehicles and also adhere to spending requirements. The waiver would also result in a "warranty/in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle. Having the equipment installed by the dealer will also protect the manufacturer's warranty of each vehicle and offer an installation warranty for the life of the vehicle. See attached equipment list and pricing. This action will complete 14 of 16 total budgeted replacement vehicles for 2021. The remaining 2 vehicles (Animal Service replacement vehicles) will be purchased by State Bid and require minimal upfitting.</p> |                                       |                                        |                                    |                                     |                                    |

|                                                                                 |                                                                     |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                  | \$180,951.40                                                        |
| Is this Item Budgeted?                                                          | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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](http://www.bentonvillear.com)

PLEASE RECYCLE



## Waiver of Bid Request

|                              |                             |
|------------------------------|-----------------------------|
| Date of City Council Meeting | 2/9/2021                    |
| Department                   | Police Department           |
| Submitted by                 | Jon Simpson-Chief of Police |
| Phone                        | (479) 271-3170              |

|            |                                                                          |
|------------|--------------------------------------------------------------------------|
| Vendor     | Superior Automotive Group Fleet and Commercial Sales, Siloam Springs, AR |
| Total Cost | \$180,951.40                                                             |

Description of Purchase: Police equipment and installation. See attached equipment lists.

**This is a waiver of bid to purchase equipment and installation for (14) 2021 budgeted vehicles. The vehicles to be equipped will be provided by Superior Fleet and Commercial Sales in Siloam Springs, at State bid pricing to include options. Superior will provide, install, and warranty the police equipment for each vehicle in the total amount of \$180,951.40.**

**Justification** *(Enter justification in space below):*

**This waiver of competitive bidding would streamline the upfitting process of the vehicles and also adhere to spending requirements. The waiver would also result in a "warranty/in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle. Having the equipment installed by the dealer will also protect the manufacturer's warranty of each vehicle and offer an installation warranty for the life of the vehicle. See attached equipment lists and pricing for complete details.**





## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete )

### Window Sticker

#### SUMMARY

[Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD

MSRP:\$36,000.00

Interior:Black, Cloth Bucket Seats w/Shift Insert

Exterior 1:Billet Clearcoat

Exterior 2:No color has been selected.

Engine: 3.6L V6 24V VVT UPG I w/ESS

Transmission: 8-Speed Automatic (850RE)

#### OPTIONS

| CODE           | MODEL                                           | MSRP        |
|----------------|-------------------------------------------------|-------------|
| WDEE75         | [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD | \$36,000.00 |
| <b>OPTIONS</b> |                                                 |             |
| 2BZ            | Quick Order Package 2BZ                         | \$0.00      |
| C5X9           | Black, Cloth Bucket Seats w/Shift Insert        | \$0.00      |
| CKD            | Floor Carpet                                    | \$125.00    |
| DFT            | Transmission: 8-Speed Automatic (850RE)         | \$0.00      |
| DLK            | 3.45 Rear Axle Ratio                            | \$0.00      |
| ERC            | Engine: 3.6L V6 24V VVT UPG I w/ESS             | \$0.00      |
| PSC            | Billet Clearcoat                                | \$0.00      |
| TP5            | Tires: P265/60R18 BSW On/Off Road               | \$0.00      |
| UBN            | Radio: Uconnect 5 Nav w/10.1" Display           | \$975.00    |
| WBN            | Wheels: 18" x 8.0" Black Steel                  | \$0.00      |
| Z6K            | GVWR: 6,500 lbs                                 | \$0.00      |

|                 |                    |
|-----------------|--------------------|
| <b>SUBTOTAL</b> | <b>\$37,100.00</b> |
|-----------------|--------------------|

|                   |        |
|-------------------|--------|
| Adjustments Total | \$0.00 |
|-------------------|--------|

|                    |            |
|--------------------|------------|
| Destination Charge | \$1,495.00 |
|--------------------|------------|

|                    |                    |
|--------------------|--------------------|
| <b>TOTAL PRICE</b> | <b>\$38,595.00</b> |
|--------------------|--------------------|

#### FUEL ECONOMY

Est City:18 (Est) MPG

Est Highway:25 (Est) MPG

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12847. Data Updated: Jan 18, 2021 10:30:00 PM PST.

# 2021 Vehicle Specifications & Options Pricing

**ITEM 71**

**TYPE UPP 10133947**

**Dodge Durango Pursuit, AWD  
FOR POLICE PURSUIT  
(NO SUBSTITUTES)**

**Dealer Name:** RED RIVER DODGE CHRYSLER JEEP RAM

**Vehicle Make/Model** WDEE75

**Model Code:** WDEE75

**City MPG Estimate** 18

**Highway MPG Estimate** 25

**CO-OP Purchasing One Way Delivery Charge Per Mile** 1.50 PER MILE

[Back to Table of Contents](#)

## VEHICLE BID PRICE

**\$29,550.00**

| Body & Chassis                                           | Base Vehicle Minimum Requirements                                                                                                          | Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only) |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 4-Door SUV                                               | EPA Classified as Standard SUV                                                                                                             |                                                                                   |
| Police Package                                           | Includes all features listed in manufacturer's printed specifications and literature as a part of their standard police equipment package. |                                                                                   |
| <b>Engine</b>                                            |                                                                                                                                            |                                                                                   |
| Engine (Police Pursuit)                                  | Mfg. Std. - List # Cylinders & Size                                                                                                        | 3.6L V6 300 HP                                                                    |
| Fuel Type                                                | Mfg. Std. - List Primary Type                                                                                                              | REG UNLEADED                                                                      |
| Oil Type                                                 | Mfg. Std. - List Weight and Type                                                                                                           | 5W20                                                                              |
| <b>Transmission</b>                                      |                                                                                                                                            |                                                                                   |
| Automatic Transmission                                   | Automatic - List Type, Speeds etc.                                                                                                         | 8 SP AUTO                                                                         |
| <b>Electrical</b>                                        |                                                                                                                                            |                                                                                   |
| Alternator                                               | Mfg. Std. - List Size                                                                                                                      | 220                                                                               |
| Fuel Capacity (Gals)                                     | Mfg. Std. - List Amount in Gallons                                                                                                         | 24.6                                                                              |
| <b>Exterior</b>                                          |                                                                                                                                            |                                                                                   |
| Paint                                                    | One Std. Color (non-premium) from Manufacturer's Full Chart of Std. Paint                                                                  |                                                                                   |
| License Plate Brackets                                   | Front and Rear Brackets                                                                                                                    |                                                                                   |
| Windshield Washer                                        | Windshield Washer & Multi-Speed Wipers                                                                                                     |                                                                                   |
| <b>Doors &amp; Windows</b>                               |                                                                                                                                            |                                                                                   |
| Doors                                                    | 4 Side Doors                                                                                                                               |                                                                                   |
| Door Locks                                               | Power Locks (Operable From Front Only)                                                                                                     |                                                                                   |
| Rear Window Defrost                                      | Rear Window Defrost                                                                                                                        |                                                                                   |
| Windows                                                  | Power Windows                                                                                                                              |                                                                                   |
| Mirrors                                                  | Mfg. Std.                                                                                                                                  |                                                                                   |
| <b>Floor</b>                                             |                                                                                                                                            |                                                                                   |
| Floor Covering                                           | Carpet                                                                                                                                     |                                                                                   |
| <b>Interior</b>                                          |                                                                                                                                            |                                                                                   |
| Air Conditioning                                         | AC Factory Installed                                                                                                                       |                                                                                   |
| Radio/Single slot CD/MP3 player                          | Mfg. Std.                                                                                                                                  |                                                                                   |
| Steering                                                 | Power Steering                                                                                                                             |                                                                                   |
| Radio Suppression Package                                | Mfg. Std.                                                                                                                                  |                                                                                   |
| Noise Suppression                                        | Mfg. Std.                                                                                                                                  |                                                                                   |
| Tilt & Cruise                                            | Tilt Steering Wheel & Cruise Control                                                                                                       |                                                                                   |
| Remote Deck Lid Release Control on Driver's Side         | Remote Deck Lid Release Control on Driver's Side                                                                                           |                                                                                   |
| <b>Seats</b>                                             |                                                                                                                                            |                                                                                   |
| Seating Capacity                                         | Mfg. Std. List Maximum Occupants                                                                                                           | 5                                                                                 |
| Seats: Approx. 10" spacing between front seats in center | Mfg. Std.                                                                                                                                  |                                                                                   |
| Front Seat                                               | Cloth                                                                                                                                      |                                                                                   |
| Rear Seat                                                | Cloth                                                                                                                                      |                                                                                   |

| ITEM 71                                                                                                    | VEHICLE OPTIONS |                                                                                                                                                                            | Dealer Name: RED RIVER DODGE                    |            |
|------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------|
| TYPE UPP<br>Dodge Durango<br>Pursuit, AWD<br>(NO SUBSTITUTES)<br><a href="#">Back to Table of Contents</a> |                 |                                                                                                                                                                            |                                                 |            |
| Engine                                                                                                     | Code            | Option Minimum Requirement                                                                                                                                                 | Enter Optional Equip. Desc. & Mfg. Option Codes | Price      |
| Flex Fuel                                                                                                  | FFV             | Add Flex Fuel                                                                                                                                                              |                                                 | NA         |
| Engine Upgrade                                                                                             | CC              | Mfg. Std.                                                                                                                                                                  | 22Z                                             | \$3,100.00 |
| Electrical                                                                                                 |                 |                                                                                                                                                                            |                                                 |            |
| Lights                                                                                                     | DL              | Add Daytime Running Lights                                                                                                                                                 |                                                 | STD        |
| Spot Lamp: Additional Front Passenger Side                                                                 | OO              | Spotl Lamp: Additional Front Passenger Side                                                                                                                                | LNA                                             | \$515.00   |
| Delete Spot Lamp (Credit)                                                                                  | MO              | Deduction For Delete Spot Lamp                                                                                                                                             |                                                 | NA         |
| Chassis Straps                                                                                             | ST              | Chassis Straps for radio interference                                                                                                                                      |                                                 | \$         |
| Police Wiring Package                                                                                      | PWP             | Police Wiring Package                                                                                                                                                      | XPW                                             | \$1,430.00 |
| Doors & Windows                                                                                            |                 |                                                                                                                                                                            |                                                 |            |
| Tinted Windows                                                                                             | TG              | Add Deep Tinted Glass                                                                                                                                                      | TG                                              | \$250.00   |
| Switches: Rear Window Inoperative.<br>Rear Door, Interior, Door Locks and Handles Inoperative.             | WD              | Switches: Rear Window Inoperative (only operate from driver's position).<br>Rear Door, Interior, Door Locks and Handles Inoperative (can only be opened from the outside). | CW6                                             | \$75.00    |
| Interior                                                                                                   |                 |                                                                                                                                                                            |                                                 |            |
| Radio Upgrade                                                                                              | RU              | Premium Audio System with AM/FM Stereo & MP3 Capability                                                                                                                    | UBN                                             | \$975.00   |
| Cloth Seats                                                                                                | CS              | Cloth Seats                                                                                                                                                                |                                                 | STD        |
| Police Console                                                                                             | PC              | Police Console                                                                                                                                                             | CUG                                             | \$840.00   |
| Rear Vinyl Seats                                                                                           | RVS             | Rear Vinyl Seats                                                                                                                                                           | A7/X9                                           | \$175.00   |
| Carpeted Floors With Mats                                                                                  | CF              | Carpeted Floors With Mats                                                                                                                                                  | CKD                                             | \$150.00   |
| Vinyl Floor                                                                                                | VF              | Vinyl Floor                                                                                                                                                                |                                                 | STD        |
| Rear Air Conditioning                                                                                      | RA              | Factory Installed Rear Auxiliary Air Conditioning                                                                                                                          |                                                 | STD        |
| Rear Backup Camera                                                                                         | RC              | Rear Backup Camera                                                                                                                                                         |                                                 | STD        |
| Exterior                                                                                                   |                 |                                                                                                                                                                            |                                                 |            |
| Body Side Moulding                                                                                         | AM              | Body Side Moulding                                                                                                                                                         |                                                 | STD        |
| Full Size Spare                                                                                            | WL              | Spare Mounted On Matching Wheel                                                                                                                                            |                                                 | STD        |
| Integrated Com. System                                                                                     | IC              | Integrated Communication System                                                                                                                                            | NBU                                             | \$975.00   |
| Keyless Entry                                                                                              | KE              | Keyless Entry                                                                                                                                                              |                                                 | STD        |

# SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales



Attn: BENTONVILLE  
POLICE DEPARTMENT

Vehicle 2021 DURANGO 1X

## Emergency Equipment Upfit

| Qty | Description                                    | Price Total |
|-----|------------------------------------------------|-------------|
| 1   | FEDERAL SIGNAL PF200H WITH SPKR AND BKT        | \$ 700.00   |
| 1   | FEDERAL SIGNAL FRONT DUO ILS                   | \$ 625.00   |
| 1   | FEDERAL SIGNAL REAR ILS DUO                    | \$ 625.00   |
| 2   | WHELEN ION GRILL                               | \$ 196.00   |
| 1   | ZFLASH FLASHER                                 | \$ 268.00   |
|     |                                                |             |
|     |                                                |             |
|     | WILL INCLUDE INSTALL RADIO REMOTE HEAD ANTENNA |             |
|     | CUST. SUPPLIED                                 |             |
|     |                                                |             |
|     |                                                |             |
|     |                                                |             |
|     | SHOP CHARGE                                    | \$ 45.00    |
|     |                                                | \$ -        |
|     |                                                |             |
|     | Installation Labor                             | \$ 1,575.00 |

Total Upfit \$ 4,034.00

Don Clark / Jeremy Mcallister  
Fleet Director/ Upfit  
Superior Automotive Group  
490 Hwy 412 East  
Siloam Springs, AR  
Cell: 479-268-1003/ 616-4348



## **Superior Automotive Group**

Don Clark | 479 268 1003 | [dclark@drivesuperior.com](mailto:dclark@drivesuperior.com)

# **Bentonville Police**

**Prepared For:** Ray Shastid / Ryan Simmons

[Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (9)



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (9) (✔ Complete)

Quote: Bentonville Tahoe 2021

### Quote Worksheet

|                                      | MSRP                            |
|--------------------------------------|---------------------------------|
| Base Price                           | \$48,000.00                     |
| Dest Charge                          | \$1,295.00                      |
| Total Options                        | (\$3,618.75)                    |
| <b>Subtotal</b>                      | <b>\$45,676.25</b>              |
| <b>Subtotal Pre-Tax Adjustments</b>  | <b>\$0.00</b>                   |
| Less Customer Discount               | (\$11,784.25)                   |
| <b>Subtotal Discount</b>             | <b>(\$11,784.25)</b>            |
| Trade-In                             | \$0.00                          |
| <b>Excluded from Sales Tax</b>       | <b>Subtotal Trade-In \$0.00</b> |
| <b>Taxable Price</b>                 | <b>\$33,892.00</b>              |
| Sales Tax                            | \$0.00                          |
| <b>Subtotal Taxes</b>                | <b>\$0.00</b>                   |
| <b>Subtotal Post-Tax Adjustments</b> | <b>\$0.00</b>                   |
| <b>Total Sales Price</b>             | <b>\$33,892.00</b>              |

X

Customer Signature / Date

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains Information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 12809. Data Updated: Jan 13, 2021 10:53:00 PM PST.



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (9) (✓ Complete)

Quote: Bentonville Tahoe 2021

### Window Sticker

#### SUMMARY

[Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial

MSRP:\$48,000.00

Interior:Jet Black, cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

#### OPTIONS

| CODE           | MODEL                                                                        | MSRP         |
|----------------|------------------------------------------------------------------------------|--------------|
| CC10706        | [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial                    | \$48,000.00  |
| <b>OPTIONS</b> |                                                                              |              |
| **             | **REQUIRES A FLEET OR GOVERNMENT ORDER TYPE. LATE AVAILABILITY.**            | \$0.00       |
| 1FL            | Commercial Preferred Equipment Group                                         | \$0.00       |
| 5J3            | Calibration, Surveillance Mode interior lighting                             | Inc.         |
| 5T5            | Seats, front cloth and second row vinyl                                      | \$0.00       |
| 7X3            | Spotlamp, left-hand                                                          | \$800.00     |
| 9C1            | Identifier for Police Package Vehicle                                        | (\$4,300.00) |
| ATD            | Seat delete, third row passenger                                             | Inc.         |
| AX2            | Key, unique                                                                  | Inc.         |
| AZ3            | Seats, front 40/20/40 split-bench                                            | \$0.00       |
| C5Z            | GVWR, 7200 lbs (3266 kg)                                                     | Inc.         |
| FE9            | Emissions, Federal requirements                                              | \$0.00       |
| GAZ            | Summit White                                                                 | \$0.00       |
| GU5            | Rear axle, 3.23 ratio                                                        | \$0.00       |
| H1T            | Jet Black, cloth seat trim                                                   | \$0.00       |
| IOR            | Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen | \$0.00       |

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12809. Data Updated: Jan 13, 2021 10:53:00 PM PST.



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (9) (✓ Complete)

Quote: Bentonville Tahoe 2021

|     |                                                                                                      |      |           |
|-----|------------------------------------------------------------------------------------------------------|------|-----------|
| J55 | Brake system, heavy duty                                                                             | Inc. |           |
| K3W | Battery, 900 cold-cranking amps with 95 amp hour rating                                              | Inc. |           |
| K6K | Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating                                   | Inc. |           |
| KX4 | Alternator, 220 amps                                                                                 | Inc. |           |
| L84 | Engine, 5.3L EcoTec3 V8                                                                              |      | \$0.00    |
| MQC | Transmission, 10-speed automatic                                                                     |      | \$0.00    |
| PXT | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel                                                           | Inc. |           |
| R9Y | Fleet Free Maintenance Credit.                                                                       |      | (\$33.75) |
| RAV | Tire, spare P275/55R20 all-season, blackwall, Firestone Firehawk Pursuit                             | Inc. |           |
| RC1 | Skid plate, front                                                                                    | Inc. |           |
| RNQ | Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap                        | Inc. |           |
| T66 | Wiring provision, for outside mirrors and cargo side mirrors                                         | Inc. |           |
| UDA | OnStar deactivated (does not delete Bluetooth)                                                       |      | (\$85.00) |
| UT7 | Ground wires, blunt cut cargo area and blunt cut console area                                        | Inc. |           |
| V03 | Cooling system, extra capacity                                                                       | Inc. |           |
| V53 | Luggage rack side rails, delete                                                                      | Inc. |           |
| VK3 | License plate front mounting package                                                                 |      | \$0.00    |
| VPV | Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly |      | \$0.00    |
| VQ3 | Fleet processing option                                                                              |      | \$0.00    |
| VXT | Incomplete vehicle                                                                                   | Inc. |           |
| VZ2 | Speedometer calibration                                                                              | Inc. |           |
| WUA | Fascia, front high-approach angle                                                                    | Inc. |           |
| XCS | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit                                 | Inc. |           |
| Z56 | Suspension Package, heavy-duty, police-rated                                                         | Inc. |           |
| —   | Capless Fuel Fill                                                                                    | Inc. |           |
| —   | Exterior ornamentation delete                                                                        | Inc. |           |
| —   | Instrumentation, analog                                                                              | Inc. |           |

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 12809. Data Updated: Jan 13, 2021 10:53:00 PM PST.



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (9) (✓ Complete)

Quote: Bentonville Tahoe 2021

|                    |                                                                  |                    |
|--------------------|------------------------------------------------------------------|--------------------|
| —                  | Theft-deterrent system, vehicle, PASS-Key III                    | Inc.               |
| —                  | Power supply, 50-amp, power supply, auxiliary battery            | Inc.               |
| —                  | Power supply, 100-amp, auxiliary battery, rear electrical center | Inc.               |
| —                  | Power supply, 120-amp, (4) 30-amp circuit, Primary battery       | Inc.               |
| —                  | Seat belts, 3-point, all seating positions                       | Inc.               |
| —                  | Lane Keep Assist Delete                                          | Inc.               |
| —                  | Protected idle                                                   | Inc.               |
| <b>SUBTOTAL</b>    |                                                                  | <b>\$44,381.25</b> |
| Adjustments Total  |                                                                  | \$0.00             |
| Destination Charge |                                                                  | \$1,295.00         |
| <b>TOTAL PRICE</b> |                                                                  | <b>\$45,676.25</b> |

### FUEL ECONOMY

Est City:16 MPG

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

IP At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 12809. Data Updated: Jan 13, 2021 10:53:00 PM PST.

# 2021 Vehicle Specifications & Options Pricing

## ITEM 60

TYPE PPV 10127601

Chevrolet Tahoe Utility Vehicle,  
RWD,  
FOR POLICE PURSUIT  
(NO SUBSTITUTES)

Dealer Name: BALE CHEVROLET

Vehicle Make/Model CHEVROLET TAHOE

Model Code: CC1706 1FL PPV

City MPG Estimate 16

Highway MPG Estimate 18

CO-OP Purchasing One Way Delivery Charge Per Mile \$1.75

[Back to Table of Contents](#)

## VEHICLE BID PRICE

\$33,892.00

| Body & Chassis                                                                                | Base Vehicle Minimum Requirements                                                                                                           | Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only) |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 4-Door SUV                                                                                    | EPA Classified as Standard SUV, 2WD                                                                                                         |                                                                                   |
| Police Package                                                                                | Including all features listed in manufacturer's printed specifications and literature as a part of their standard police equipment package. |                                                                                   |
| <b>Engine</b>                                                                                 |                                                                                                                                             |                                                                                   |
| Engine (Police Pursuit)                                                                       | Mfg. Std. - List # Cylinders & Size                                                                                                         | 355HP 5.3 LITER V8                                                                |
| Fuel Type                                                                                     | Mfg. Std. - List Primary Type                                                                                                               | GAS E15                                                                           |
| Oil Type                                                                                      | Mfg. Std. - List Weight and Type                                                                                                            | 5W-20W DEXOIL                                                                     |
| <b>Transmission</b>                                                                           |                                                                                                                                             |                                                                                   |
| Automatic Transmission                                                                        | Automatic - List Type, Speeds etc.                                                                                                          | 10 SPEED AUTOMATIC                                                                |
| <b>Electrical</b>                                                                             |                                                                                                                                             |                                                                                   |
| Alternator                                                                                    | Mfg. Std. - List Size                                                                                                                       | 220 AMPS                                                                          |
| Fuel Capacity (Gals)                                                                          | Mfg. Std. - List Amount in Gallons                                                                                                          | 24 GAL                                                                            |
| <b>Exterior</b>                                                                               |                                                                                                                                             |                                                                                   |
| Paint                                                                                         | One Std. Color (non-premium) from Manufacturer's Full Chart of Std. Paint                                                                   |                                                                                   |
| License Plate Brackets                                                                        | Front and Rear Brackets                                                                                                                     |                                                                                   |
| Windshield Washer                                                                             | Windshield Washer & Multi-Speed Wipers                                                                                                      |                                                                                   |
| Spot Lamp (Driver Side)                                                                       | Spot Lamp (Driver Side)                                                                                                                     |                                                                                   |
| <b>Doors &amp; Windows</b>                                                                    |                                                                                                                                             |                                                                                   |
| Doors                                                                                         | 4 Side Doors                                                                                                                                |                                                                                   |
| Door Locks                                                                                    | Power Locks (Operable From Front Only)                                                                                                      |                                                                                   |
| Rear Windows & Locks: Operable from front and rear with front lockout feature on driver door. | Rear Windows & Locks: Operable from front and rear with front lockout feature on driver door.                                               |                                                                                   |
| Disconnect Door Courtesy Light Switches                                                       | Disconnect Door Courtesy Light Switches                                                                                                     |                                                                                   |
| Rear Window Defrost                                                                           | Rear Window Defrost                                                                                                                         |                                                                                   |
| Windows                                                                                       | Power Windows                                                                                                                               |                                                                                   |
| Mirrors                                                                                       | Mfg. Std.                                                                                                                                   |                                                                                   |
| <b>Floor</b>                                                                                  |                                                                                                                                             |                                                                                   |
| Floor Covering                                                                                | Vinyl                                                                                                                                       |                                                                                   |
| <b>Interior</b>                                                                               |                                                                                                                                             |                                                                                   |
| Air Conditioning                                                                              | AC Factory Installed                                                                                                                        |                                                                                   |
| Radio/Single slot CD/MP3 player                                                               | Mfg. Std.                                                                                                                                   |                                                                                   |
| Steering                                                                                      | Power Steering                                                                                                                              |                                                                                   |
| Radio Suppression Package                                                                     | Mfg. Std.                                                                                                                                   |                                                                                   |
| Quiet Sound Group (Noise Suppression)                                                         | Mfg. Std.                                                                                                                                   |                                                                                   |
| Tilt & Cruise                                                                                 | Tilt Steering Wheel & Cruise Control                                                                                                        |                                                                                   |
| Remote Deck Lid Release Control on Driver's Side                                              | Remote Deck Lid Release Control on Driver's Side                                                                                            |                                                                                   |
| <b>Seats</b>                                                                                  | -72-                                                                                                                                        |                                                                                   |

| ITEM 60                                                                                                                             | VEHICLE OPTIONS |                                                                                                                                                                            | Dealer Name: BALE CHEVROLET                        |                  |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|------------------|
| TYPE PPV<br>Chevrolet Tahoe<br>Police Pkg. Utility<br>Vehicle, RWD<br>(NO SUBSTITUTES)<br><a href="#">Back to Table of Contents</a> |                 |                                                                                                                                                                            |                                                    |                  |
| Engine                                                                                                                              | Code            | Option Minimum Requirement                                                                                                                                                 | Enter Optional Equip. Desc.<br>& Mfg. Option Codes | Price            |
| Flex Fuel                                                                                                                           | FFV             | Add Flex Fuel                                                                                                                                                              |                                                    | N/A              |
| Electrical                                                                                                                          |                 |                                                                                                                                                                            |                                                    |                  |
| Lights                                                                                                                              | DL              | Add Daytime Running Lights                                                                                                                                                 |                                                    | STD              |
| Spot Lamp: Additional Front Passenger Side                                                                                          | OO              | Spotl Lamp: Additional Front Passenger Side                                                                                                                                | 7X2                                                | \$738.00         |
| Delete Spot Lamp (Credit)                                                                                                           | MO              | Deduction For Delete Spot Lamp                                                                                                                                             | 7X3                                                | \$-616.00 DEDUCT |
| Chassis Straps                                                                                                                      | ST              | Chassis Straps for radio interference                                                                                                                                      | UN9                                                | \$95.00          |
| Doors & Windows                                                                                                                     |                 |                                                                                                                                                                            |                                                    |                  |
| Tinted Windows                                                                                                                      | TG              | Add Deep Tinted Glass                                                                                                                                                      | REAR STD BALE 2 FRONT                              | \$175.00         |
| Switches: Rear Window Inoperative.<br>Rear Door, Interior, Door Locks and Handles Inoperative.                                      | WD              | Switches: Rear Window Inoperative (only operate from driver's position).<br>Rear Door, Interior, Door Locks and Handles Inoperative (can only be opened from the outside). | 6N5 AND 6N6                                        | \$119.00         |
| Interior                                                                                                                            |                 |                                                                                                                                                                            |                                                    |                  |
| Radio Upgrade                                                                                                                       | RU              | Premium Audio System with AM/FM Stereo & MP3 Capability                                                                                                                    | BLUETOOTH, APPLE CAR PLAY & ANDROID AUTO STANDARD  | SEE STD          |
| Cloth Seats                                                                                                                         | CS              | Cloth Seats                                                                                                                                                                |                                                    | STD              |
| Carpeted Floors With Mats                                                                                                           | CF              | Carpeted Floors With Mats                                                                                                                                                  | B30                                                | \$295.00 **      |
| Rear Air Conditioning                                                                                                               | RA              | Factory Installed Rear Auxiliary Air Conditioning                                                                                                                          |                                                    | STD              |
| Rear Backup Camera                                                                                                                  | RC              | Rear Backup Camera                                                                                                                                                         |                                                    | STD              |
| Exterior                                                                                                                            |                 |                                                                                                                                                                            |                                                    |                  |
| Body Side Moulding                                                                                                                  | AM              | Body Side Moulding                                                                                                                                                         |                                                    | N/A              |
| Full Size Spare                                                                                                                     | WL              | Spare Mounted On Matching Wheel                                                                                                                                            | FULL SIDE STD - SEE FRONT SHEET                    | SEE STD          |
| Integrated Com. System                                                                                                              | IC              | Integrated Communication System                                                                                                                                            | WI FI HOT SPOT CAPABLE WITH ONSTAR ONLY            | STD              |
| Keyless Entry                                                                                                                       | KE              | Keyless Entry                                                                                                                                                              |                                                    | STD              |

\*\*Carpet only available with 40/20/40 seat in front, customer or upfitter must remove the center section if a space is needed between the seats.

# SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales



Attn: BENTONVILLE  
POLICE DEPT.

Vehicle 2021 TAHOE PATROL UNIT

## Emergency Equipment Upfit

| Qty | Description                                         | Price Total |
|-----|-----------------------------------------------------|-------------|
| 1   | JOTTO 425-6569 COUNSOLE                             | \$ 496.40   |
| 1   | JOTTO 425-3709 CUP HOLDER                           | \$ 39.04    |
| 1   | JOTTO 425-6164 12V/USB CHARGER                      | \$ 71.00    |
| 1   | JOTTO 425-6260 ARM REST                             | \$ 51.80    |
| 1   | JOTTO 425-3816                                      | \$ 27.50    |
| 1   | JOTTO 475-1657 PARTITION                            | \$ 665.90   |
| 1   | JOTTO 475-1674 HSEP                                 | \$ 87.35    |
| 1   | JOTTO 475-1682 CARGO BARRIER                        | \$ 420.25   |
| 1   | JOTTO 475-1761 DOOR PANELS W/A                      | \$ 467.16   |
| 1   | JOTTO 475-1702 ZRT AR/870 MOUNT                     | \$ 401.90   |
| 1   | JOTTO 425-5542/5182                                 | \$ 160.10   |
| 1   | JOTTO 450-4103 CPU DOCK                             | \$ 768.07   |
| 1   | WHELEN 3SC0CDR COMPARTMENT LIGHT                    | \$ 49.50    |
| 2   | WHELEN ION GRILL MOUNTED                            | \$ 228.80   |
| 1   | WHELEN RPWS54 REAR PILLAR IF AVAIL ?                | \$ 901.00   |
| 1   | WHELEN 54" LEGACY DUO B/W                           | \$ 2,698.90 |
| 1   | WHELEN CORE KIT W/SPKR AND MOUNT INCLUDED W/BAR KIT | \$ -        |
| 1   | WHELEN HOWLER KIT                                   | \$ 498.30   |
| 1   | HG22PC62B/W B/W RUNNING BOARD LIGHTS                | \$ 657.80   |
| 1   | TKY-TSH-SUP-002 ANTENNA KIT W/AWIN                  | \$ 343.00   |
| 1   | ARB KIT SAME COMPONENTS AS 2020                     | \$ 6,198.45 |
| 1   | STINGER 75832 FLASHLIGHT                            | \$ 160.16   |
| 1   | GRILL LIGHT WIRING CKT                              | \$ 92.00    |
| 1   | HORN / SIREN CKT                                    | \$ 55.00    |
| 1   | FLASHER CKT                                         | \$ 50.00    |
| 1   | REMOTE START SYSTEM                                 | \$ 300.00   |
|     | SHOP SUPPLIES                                       | \$ 65.00    |
|     | Installation Labor                                  | \$ 2,350.00 |

**Total Upfit \$ 18,304.38**

Don Clark / Jeremy Mcallister  
Fleet Director / Upfit  
Superior Automotive Group



## **Superior Automotive Group**

Don Clark | 479 268 1003 | dclark@drivesuperior.com

# **Bentonville Police**

**Prepared For:** Ray Shastid / Ryan Simmons

[Fleet] 2021 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (8)



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (8) (✔ Complete)

### Quote Worksheet

|                                      | MSRP                     |
|--------------------------------------|--------------------------|
| Base Price                           | \$51,000.00              |
| Dest Charge                          | \$1,295.00               |
| Total Options                        | (\$3,618.75)             |
| <b>Subtotal</b>                      | <b>\$48,676.25</b>       |
| <b>Subtotal Pre-Tax Adjustments</b>  | <b>\$0.00</b>            |
| Less Customer Discount               | (\$12,036.25)            |
| <b>Subtotal Discount</b>             | <b>(\$12,036.25)</b>     |
| Trade-In                             | \$0.00                   |
| <b>Excluded from Sales Tax</b>       | <b>Subtotal Trade-In</b> |
|                                      | <b>\$0.00</b>            |
|                                      | <b>Taxable Price</b>     |
|                                      | <b>\$36,640.00</b>       |
| Sales Tax                            | \$0.00                   |
| <b>Subtotal Taxes</b>                | <b>\$0.00</b>            |
| <b>Subtotal Post-Tax Adjustments</b> | <b>\$0.00</b>            |
| <b>Total Sales Price</b>             | <b>\$36,640.00</b>       |

X

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12809. Data Updated: Jan 13, 2021 10:53:00 PM PST.



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (8) (✔ Complete)

### Window Sticker

#### SUMMARY

[Fleet] 2021 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial MSRP:\$51,000.00

Interior:Jet Black, cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

#### OPTIONS

| CODE           | MODEL                                                                        | MSRP         |
|----------------|------------------------------------------------------------------------------|--------------|
| CK10706        | [Fleet] 2021 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial                    | \$51,000.00  |
| <b>OPTIONS</b> |                                                                              |              |
| **             | **REQUIRES A FLEET OR GOVERNMENT ORDER TYPE. LATE AVAILABILITY.**            | \$0.00       |
| 1FL            | Commercial Preferred Equipment Group                                         | \$0.00       |
| 5J3            | Calibration, Surveillance Mode interior lighting                             | Inc.         |
| 5T5            | Seats, front cloth and second row vinyl                                      | \$0.00       |
| 7X3            | Spotlamp, left-hand                                                          | \$800.00     |
| 9C1            | Identifier for Police Package Vehicle                                        | (\$4,300.00) |
| ATD            | Seat delete, third row passenger                                             | Inc.         |
| AX2            | Key, unique                                                                  | Inc.         |
| AZ3            | Seats, front 40/20/40 split-bench                                            | \$0.00       |
| C6C            | GVWR, 7400 lbs. (3357 kg)                                                    | Inc.         |
| FE9            | Emissions, Federal requirements                                              | \$0.00       |
| GAZ            | Summit White                                                                 | \$0.00       |
| GU5            | Rear axle, 3.23 ratio                                                        | \$0.00       |
| H1T            | Jet Black, cloth seat trim                                                   | \$0.00       |
| IOR            | Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen | \$0.00       |
| J55            | Brake system, heavy duty                                                     | Inc.         |
| K3W            | Battery, 900 cold-cranking amps with 95 amp hour rating                      | Inc.         |

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12809. Data Updated: Jan 13, 2021 10:53:00 PM PST.



# Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

## [Fleet] 2021 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (8) ( Complete )

|     |                                                                                                      |      |           |
|-----|------------------------------------------------------------------------------------------------------|------|-----------|
| K6K | Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating                                   | Inc. |           |
| KX4 | Alternator, 220 amps                                                                                 | Inc. |           |
| L84 | Engine, 5.3L EcoTec3 V8                                                                              |      | \$0.00    |
| MQC | Transmission, 10-speed automatic                                                                     |      | \$0.00    |
| PXT | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel                                                           | Inc. |           |
| R9Y | Fleet Free Maintenance Credit.                                                                       |      | (\$33.75) |
| RAV | Tire, spare P275/55R20 all-season, blackwall, Firestone Firehawk Pursuit                             | Inc. |           |
| RC1 | Skid plate, front                                                                                    | Inc. |           |
| RNQ | Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap                        | Inc. |           |
| T66 | Wiring provision, for outside mirrors and cargo side mirrors                                         | Inc. |           |
| UDA | OnStar deactivated (does not delete Bluetooth)                                                       |      | (\$85.00) |
| UT7 | Ground wires, blunt cut cargo area and blunt cut console area                                        | Inc. |           |
| V03 | Cooling system, extra capacity                                                                       | Inc. |           |
| V53 | Luggage rack side rails, delete                                                                      | Inc. |           |
| VK3 | License plate front mounting package                                                                 |      | \$0.00    |
| VPV | Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly |      | \$0.00    |
| VQ3 | Fleet processing option                                                                              |      | \$0.00    |
| VXT | Incomplete vehicle                                                                                   | Inc. |           |
| VZ2 | Speedometer calibration                                                                              | Inc. |           |
| WUA | Fascia, front high-approach angle                                                                    | Inc. |           |
| XCS | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit                                 | Inc. |           |
| Z56 | Suspension Package, heavy-duty, police-rated                                                         | Inc. |           |
| —   | Capless Fuel Fill                                                                                    | Inc. |           |
| —   | Exterior ornamentation delete                                                                        | Inc. |           |
| —   | Instrumentation, analog                                                                              | Inc. |           |
| —   | Theft-deterrent system, vehicle, PASS-Key III                                                        | Inc. |           |
| —   | Power supply, 50-amp, power supply, auxiliary battery                                                | Inc. |           |
| —   | Power supply, 100-amp, auxiliary battery, rear electrical center                                     | Inc. |           |
| —   | Power supply, 120-amp, (4) 30-amp circuit, Primary battery                                           | Inc. |           |

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12809. Data Updated: Jan 13, 2021 10:53:00 PM PST.



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (8) (✓ Complete)

|   |                                            |      |
|---|--------------------------------------------|------|
| — | Seat belts, 3-point, all seating positions | Inc. |
| — | Lane Keep Assist Delete                    | Inc. |
| — | Protected idle                             | Inc. |

|                    |                    |
|--------------------|--------------------|
| <b>SUBTOTAL</b>    | <b>\$47,381.25</b> |
| Adjustments Total  | \$0.00             |
| Destination Charge | \$1,295.00         |
| <b>TOTAL PRICE</b> | <b>\$48,676.25</b> |

### FUEL ECONOMY

Est City:16 MPG

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12809. Data Updated: Jan 13, 2021 10:53:00 PM PST.

# 2021 Vehicle Specifications & Options Pricing

## ITEM 62

TYPE PFW 10131830

Chevrolet Tahoe Utility Vehicle,  
4WD,  
FOR POLICE PURSUIT  
(NO SUBSTITUTES)

Dealer Name: BALE CHEVROLET

Vehicle Make/Model CHEVROLET TAHOE

Model Code: CK10706 1FL 9C1 PPV

City MPG Estimate 16

Highway MPG Estimate 18

CO-OP Purchasing One Way Delivery Charge Per Mile \$1.75

[Back to Table of Contents](#)

## VEHICLE BID PRICE

\$36,640.00

| Body & Chassis                                                                                | Base Vehicle Minimum Requirements                                                                                                                   | Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only) |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 4-Door, 4WD, SUV                                                                              | EPA Classified as Standard SUV                                                                                                                      |                                                                                   |
| Police Package                                                                                | Including all features listed in manufacturer's printed specifications and literature as a part of their standard police pursuit equipment package. |                                                                                   |
| <b>Engine</b>                                                                                 |                                                                                                                                                     |                                                                                   |
| Engine                                                                                        | Mfg. Std. - List # Cylinders & Size                                                                                                                 | 355 HP 5.3 LITER V8                                                               |
| Fuel Type                                                                                     | Mfg. Std. - List Primary Type                                                                                                                       | GAS E15                                                                           |
| Oil Type                                                                                      | Mfg. Std. - List Weight and Type                                                                                                                    | 5W-20W DEXOIL                                                                     |
| <b>Transmission/Transfer Case</b>                                                             |                                                                                                                                                     |                                                                                   |
| Automatic Transmission                                                                        | Mfg. Std. - List Type, Speeds etc.                                                                                                                  | 10 SPEED AUTOMATIC                                                                |
| 4WD                                                                                           | 4WD                                                                                                                                                 |                                                                                   |
| Battery                                                                                       | Mfg. Std. - List Size (CCA)                                                                                                                         | 800 CCA                                                                           |
| <b>Fuel Tank</b>                                                                              |                                                                                                                                                     |                                                                                   |
| Fuel Capacity (Gals)                                                                          | Mfg. Std. - List Amount in Gallons                                                                                                                  | 24                                                                                |
| <b>Exterior</b>                                                                               |                                                                                                                                                     |                                                                                   |
| Paint                                                                                         | One Std. Color (non-premium) from Manufacturer's Full Chart of Std. Paint                                                                           |                                                                                   |
| License Plate Brackets                                                                        | Front and Rear Brackets                                                                                                                             |                                                                                   |
| Windshield Washer                                                                             | Mfg. Std.                                                                                                                                           |                                                                                   |
| Spot Lamp (Driver Side)                                                                       | Spot Lamp (Driver Side)                                                                                                                             |                                                                                   |
| <b>Doors &amp; Windows</b>                                                                    |                                                                                                                                                     |                                                                                   |
| Doors                                                                                         | Mfg. Std.                                                                                                                                           |                                                                                   |
| Door Locks                                                                                    | Mfg. Std.                                                                                                                                           |                                                                                   |
| Disconnect Door Courtesy Light Switches                                                       | Police Package Std.                                                                                                                                 |                                                                                   |
| Rear Window Defogger                                                                          | Rear Window Defogger                                                                                                                                |                                                                                   |
| Rear Windows & Locks: Operable from front and rear with front lockout feature on driver door. | Rear Windows & Locks: Operable from front and rear with front lockout feature on driver door.                                                       |                                                                                   |
| Windows                                                                                       | Power Windows                                                                                                                                       |                                                                                   |
| Mirrors                                                                                       | Mfg. Std.                                                                                                                                           |                                                                                   |
| <b>Floor</b>                                                                                  |                                                                                                                                                     |                                                                                   |
| Floor Covering                                                                                | Vinyl                                                                                                                                               |                                                                                   |
| <b>Interior</b>                                                                               |                                                                                                                                                     |                                                                                   |
| Air Conditioning                                                                              | AC Factory Installed                                                                                                                                |                                                                                   |
| Radio/Single slot CD/MP3 player                                                               | Mfg. Std.                                                                                                                                           |                                                                                   |
| Steering                                                                                      | Power Steering                                                                                                                                      |                                                                                   |
| Tilt & Cruise                                                                                 | Tilt Wheel & Cruise Control                                                                                                                         |                                                                                   |
| <b>Seats</b>                                                                                  |                                                                                                                                                     |                                                                                   |
| Seating Capacity                                                                              | Mfg. Std. List Maximum Occupants                                                                                                                    | SIX WITH 40/20/40 FRONT SEAT                                                      |

| ITEM 62                                                                                                                         |      | VEHICLE OPTIONS                                                                                                                                                         |                                                 | Dealer Name: BALE CHEVROLE |  |
|---------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------|--|
| <b>TYPE PFW</b><br><b>Chevrolet Tahoe Utility Vehicle, 4WD, <u>For High Speed Police Pursuit</u></b><br><b>(NO SUBSTITUTES)</b> |      |                                                                                                                                                                         |                                                 |                            |  |
| <a href="#">Back to Table of Contents</a>                                                                                       |      |                                                                                                                                                                         |                                                 |                            |  |
| Engine                                                                                                                          | Code | Option Minimum Requirement                                                                                                                                              | Enter Optional Equip. Desc. & Mfg. Option Codes | Price                      |  |
| Engine Block Heater                                                                                                             | HB   | Engine Block Heater                                                                                                                                                     |                                                 | N/A                        |  |
| Dual Batteries                                                                                                                  | DB   | Dual Batteries                                                                                                                                                          |                                                 | STD                        |  |
| Flex Fuel                                                                                                                       | FFV  | Flex Fuel                                                                                                                                                               |                                                 | N/A                        |  |
| <b>Transmission</b>                                                                                                             |      |                                                                                                                                                                         |                                                 |                            |  |
| Skid Plate                                                                                                                      | KO   | Skid Plate                                                                                                                                                              |                                                 | STD                        |  |
| Limited Slip Differential                                                                                                       | LS   | Limited Slip Differential                                                                                                                                               |                                                 | STD                        |  |
| <b>Electrical</b>                                                                                                               |      |                                                                                                                                                                         |                                                 |                            |  |
| Delete Daytime Running Lamps & Automatic Headlamps                                                                              | DH   | Delete Daytime Running Lamps & Automatic Headlamps                                                                                                                      | 9G8                                             | \$44.00 ADD                |  |
| Spot Lamp: Additional Front Passenger Side                                                                                      | OO   | Spot Lamp: Additional Front Passenger Side                                                                                                                              | 7X2                                             | \$738.00                   |  |
| Delete Spot Lamp (Credit)                                                                                                       | MO   | Deduction For Delete Spot Lamp                                                                                                                                          | 7X3                                             | -\$616.00 DEDUCT           |  |
| Chassis Straps                                                                                                                  | ST   | Chassis Straps for radio interference                                                                                                                                   | UN9                                             | \$119.00                   |  |
| <b>Doors &amp; Windows</b>                                                                                                      |      |                                                                                                                                                                         |                                                 |                            |  |
| Tinted Windows                                                                                                                  | TG   | Add Deep Tinted Glass                                                                                                                                                   | REAR STD BALE 2 FRONT ONLY                      | \$175.00                   |  |
| Switches: Rear Window Inoperative. Rear Door, Interior, Door Locks and Handles Inoperative.                                     | WD   | Switches: Rear Window Inoperative (only operate from driver's position). Rear Door, Interior, Door Locks and Handles Inoperative (can only be opened from the outside). | 6N5 AND 6N6                                     | \$119.00                   |  |
| <b>Interior</b>                                                                                                                 |      |                                                                                                                                                                         |                                                 |                            |  |
| Radio Upgrade                                                                                                                   | RU   | Premium Audio System with AM/FM Stereo & MP3 Capability                                                                                                                 | APPLE CAR PLAY, BLUETOOTH AND ANDROID AUTO STD  | SEE STD                    |  |
| Front Bucket Seats                                                                                                              | BS   | Add Front Bucket Seats <u>Without</u> Console                                                                                                                           | CENTER DELETED                                  | STD.                       |  |
| Cloth Seats                                                                                                                     | CS   | Cloth Seats                                                                                                                                                             |                                                 | STD                        |  |
| Rear Air Conditioning                                                                                                           | RA   | Factory Installed Rear Auxiliary Air Conditioning                                                                                                                       |                                                 | STD                        |  |
| Delete OnStar & Bluetooth                                                                                                       | OS   | Delete OnStar & Bluetooth                                                                                                                                               | UDA DELETES ONSTAR ONLY                         | -\$85.00 DEDUCT            |  |
| Rear Backup Camera                                                                                                              | RC   | Rear Backup Camera                                                                                                                                                      |                                                 | STD                        |  |
| Integrated Com. System                                                                                                          | IC   | Integrated Communication System                                                                                                                                         | WI FI HOT SPOT CAPABLE WITH ONSTAR ONLY         | STD                        |  |
| <b>Exterior</b>                                                                                                                 |      |                                                                                                                                                                         |                                                 |                            |  |
| Body Side Molding                                                                                                               | AM   | Body Side Molding                                                                                                                                                       |                                                 | N/A                        |  |
| Full Size Spare                                                                                                                 | WL   | Spare Mounted On Matching Wheel                                                                                                                                         | SEE FRONT FULL SIZE STD ONLY                    | STD                        |  |
| Street Appearance Package                                                                                                       | ZI   | Unmarked Police Package                                                                                                                                                 | DELETE LH SPOT ADD CARPET                       | -\$221.00 **               |  |
| Keyless Entry                                                                                                                   | KE   | Keyless Entry                                                                                                                                                           |                                                 | STD                        |  |

\*\* Requires front 40/20/40 seat in front - Customer or upfitter must remove the center section if space is needed between the seats or add option FB front bucket seats with console.

# SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales

GMC



Jeep

CHRYSLER

DODGE



RAM

Attn: BENTONVILLE  
POLICE DEPT.

Vehicle 2021 TAHOE SLICK TOP

| Emergency Equipment Upfit |                                                            |              |
|---------------------------|------------------------------------------------------------|--------------|
| Qty                       | Description                                                | Price Total  |
| 1                         | JOTTO 425-6569 COUNSOLE                                    | \$ 496.40    |
| 1                         | JOTTO 425-3709 CUP HOLDER                                  | \$ 39.04     |
| 1                         | JOTTO 425-6164 12V/USB CHARGER                             | \$ 71.00     |
| 1                         | JOTTO 425-6260 ARM REST                                    | \$ 51.80     |
| 1                         | JOTTO 425-3816                                             | \$ 27.50     |
| 1                         | JOTTO GUN RACK AR/870 FREE STANDING IF AVAIL.              | \$ 520.00    |
| 1                         | JOTTO 425-5542/5182                                        | \$ 160.10    |
| 1                         | JOTTO 450-4103 CPU DOCK                                    | \$ 768.07    |
| 1                         | WHELEN 3SC0CDR COMPARTMENT LIGHT                           | \$ 49.50     |
| 2                         | WHELEN ION GRILL MOUNTED                                   | \$ 228.80    |
| 1                         | WHELEN RPWS54 REAR PILLAR IF AVAIL. 21?                    | \$ 901.00    |
| 1                         | WHELEN IEXS CORE INNER EDGE SOLO KIT W/CORE                | \$ 2,126.88  |
| 1                         | SPKR AND MOUNT ANS REAR RST LIGHT SOLO BY AVAILABILITY 21? | \$ -         |
| 1                         | WHELEN HOWLER KIT                                          | \$ 498.30    |
| 1                         | HG22PC62B/W B/W RUNNING BOARD LIGHTS                       | \$ 657.80    |
| 1                         | TKY-TSH-SUP-002 ANTENNA KIT W/AWIN                         | \$ 343.00    |
| 1                         | STINGER 75832 FLASHLIGHT                                   | \$ 160.16    |
| 1                         | GRILL LIGHT HARNESS KIT                                    | \$ 92.00     |
| 1                         | HORN AND SIREN CKT                                         | \$ 55.00     |
| 1                         | FLASHER CKT                                                | \$ 50.00     |
| 1                         | REMOTE START SYSTEM                                        | \$ 300.00    |
| 1                         | SHOP SUPPLIES                                              | \$ 65.00     |
|                           | Installation Labor                                         | \$ 2,350.00  |
| Total Upfit               |                                                            | \$ 10,011.35 |

Don Clark / Jeremy Mcallister  
Fleet Director / Upfit  
Superior Automotive Group  
490 Hwy 412 East  
Siloam Springs, AR  
Cell: 479-268-1003 / 616-4348



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

# Bentonville Police

Prepared For: Ray Shastid / Ryan Simmons

[Fleet] 2021 Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" Work Truck



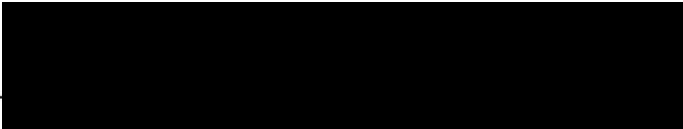
## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" Work Truck (✓ Complete)

### Quote Worksheet

|                                     | MSRP                                 |
|-------------------------------------|--------------------------------------|
| Base Price                          | \$28,900.00                          |
| Dest Charge                         | \$1,695.00                           |
| Total Options                       | \$5,210.00                           |
| <b>Subtotal</b>                     | <b>\$35,805.00</b>                   |
| <b>Subtotal Pre-Tax Adjustments</b> | <b>\$0.00</b>                        |
| Less Customer Discount              | (\$10,195.00)                        |
| <b>Subtotal Discount</b>            | <b>(\$10,195.00)</b>                 |
| Trade-In                            | \$0.00                               |
| <b>Excluded from Sales Tax</b>      | <b>Subtotal Trade-In</b>             |
|                                     | <b>\$0.00</b>                        |
|                                     | <b>Taxable Price</b>                 |
|                                     | <b>\$25,610.00</b>                   |
| Sales Tax                           | \$0.00                               |
|                                     | <b>Subtotal Taxes</b>                |
|                                     | <b>\$0.00</b>                        |
|                                     | <b>Subtotal Post-Tax Adjustments</b> |
|                                     | <b>\$0.00</b>                        |
|                                     | <b>Total Sales Price</b>             |
|                                     | <b>\$25,610.00</b>                   |

  \_\_\_\_\_  
Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12801. Data Updated: Jan 12, 2021 10:50:00 PM PST.



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" Work Truck (✓ Complete)

### Window Sticker

#### SUMMARY

[Fleet] 2021 Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" Work Truck

MSRP:\$28,900.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 6-speed automatic, electronically controlled

#### OPTIONS

| CODE           | MODEL                                                                       | MSRP        |
|----------------|-----------------------------------------------------------------------------|-------------|
| CC10903        | [Fleet] 2021 Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" Work Truck | \$28,900.00 |
| <b>OPTIONS</b> |                                                                             |             |
| 1WT            | Work Truck Preferred Equipment Group                                        | \$0.00      |
| AE7            | Seats, front 40/20/40 split-bench                                           | \$0.00      |
| AED            | Window, power front, passenger express down                                 | Inc.        |
| AKO            | Glass, deep-tinted                                                          | Inc.        |
| AQQ            | Remote Keyless Entry, with 2 transmitters                                   | Inc.        |
| AU3            | Door locks, power                                                           | Inc.        |
| AXG            | Window, power front, drivers express up/down                                | Inc.        |
| C49            | Defogger, rear-window electric                                              | Inc.        |
| CTT            | Hitch Guidance                                                              | Inc.        |
| DLF            | Mirrors, outside heated power-adjustable                                    | Inc.        |
| DP6            | Mirror caps, painted                                                        | Inc.        |
| E63            | Durabed, pickup bed                                                         | \$0.00      |
| FE9            | Emissions, Federal requirements                                             | \$0.00      |
| G80            | Auto-locking rear differential                                              | \$395.00    |
| GAZ            | Summit White                                                                | \$0.00      |
| GU6            | Rear axle, 3.42 ratio                                                       | \$0.00      |
| H2G            | Jet Black, Vinyl seat trim                                                  | \$0.00      |
| IOR            | Audio system, Chevrolet Infotainment 3 system                               | \$0.00      |

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12801. Data Updated: Jan 12, 2021 10:50:00 PM PST.



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" Work Truck (✔ Complete)

|     |                                                                        |      |            |
|-----|------------------------------------------------------------------------|------|------------|
| K34 | Cruise control, electronic                                             | Inc. |            |
| KC9 | Power outlet, bed mounted, 120-volt                                    | Inc. |            |
| KI4 | Power outlet, instrument panel, 120-volt                               |      | \$225.00   |
| KNP | Cooling, auxiliary external transmission oil cooler                    | Inc. |            |
| KW5 | Alternator, 220 amps                                                   |      | \$150.00   |
| L82 | Engine, 5.3L EcoTec3 V8                                                |      | \$1,395.00 |
| MYC | Transmission, 6-speed automatic, electronically controlled             |      | \$0.00     |
| NZZ | Skid Plates                                                            |      | \$150.00   |
| PCV | WT Convenience Package                                                 | Inc. |            |
| PEB | WT Value Package                                                       |      | \$2,055.00 |
| PQA | WT Safety Package                                                      |      | \$1,140.00 |
| QDV | Tires, 265/70R17 all-terrain, blackwall                                |      | \$200.00   |
| QT5 | Tailgate, gate function manual with EZ Lift                            | Inc. |            |
| RD6 | Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel        |      | \$0.00     |
| UD5 | Front and Rear Park Assist, ultrasonic                                 | Inc. |            |
| UFG | Rear Cross Traffic Alert                                               | Inc. |            |
| UKC | Lane Change Alert with Side Blind Zone Alert                           | Inc. |            |
| V46 | Bumper, front chrome                                                   | Inc. |            |
| V76 | Recovery hooks, front, frame-mounted, Black                            | Inc. |            |
| VJH | Bumper, rear chrome                                                    | Inc. |            |
| VK3 | License plate kit, front                                               |      | \$0.00     |
| XCQ | Tire, spare 265/70R17SL all-season, blackwall                          |      | \$0.00     |
| Z82 | Trailer Package                                                        | Inc. |            |
| —   | Option/package discount                                                |      | (\$500.00) |
| —   | Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free | Inc. |            |

|                    |                    |
|--------------------|--------------------|
| <b>SUBTOTAL</b>    | <b>\$34,110.00</b> |
| Adjustments Total  | \$0.00             |
| Destination Charge | \$1,695.00         |
| <b>TOTAL PRICE</b> | <b>\$35,805.00</b> |

### FUEL ECONOMY

Est City: 15 MPG

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12801. Data Updated: Jan 12, 2021 10:50:00 PM PST.



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" Work Truck (✓ Complete)

Est Highway:21 MPG

Est Highway Cruising Range:594.30 mi

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12601. Data Updated: Jan 12, 2021 10:50:00 PM PST.

# 2021 Vehicle Specifications & Options Pricing

**ITEM 9**

**TYPE PBA 10011622**

**Standard Size Pickup, 1/2 Ton**

**Regular Cab**

**4 X 2**

**Dealer Name: SMART CHEVROLET CO**

**Vehicle Make/Model: CHEVROLET REG CAB 1/2 TON**

**Model Code: CC10903**

**City MPG Estimate: 16**

**Highway MPG Estimate: 21**

**CO-OP Purchasing One Way Delivery Charge Per Mile: \$2.85**

[Back to Table of Contents](#)

**VEHICLE BID PRICE: \$18,310.00**

| Body & Chassis                 | Base Vehicle Minimum Requirements                                         | Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only) |
|--------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Regular Cab Pickup Truck       | EPA Classified as Standard Pickup Truck                                   |                                                                                   |
| Gross Vehicle Weight Rating    | 6000 lbs.                                                                 |                                                                                   |
| Wheelbase/CA                   | Mfg. Std. - List Size                                                     | 139.56                                                                            |
| Bed                            | Short Wide Bed                                                            |                                                                                   |
| <b>Engine</b>                  |                                                                           |                                                                                   |
| Engine Size                    | 270 hp - List HP, Liters & Cylinders                                      | LV3 285HP 4.3L V6                                                                 |
| Fuel Type                      | Gasoline                                                                  |                                                                                   |
| <b>Transmission/Drivetrain</b> |                                                                           |                                                                                   |
| Automatic Transmission         | Automatic - List Type, Speeds etc.                                        | 6SPD AUTO                                                                         |
| Primary Drive Axle             | Rear Wheel Drive                                                          |                                                                                   |
| Differential Type/Ratio        | Mfg. Std. - List Ratio & Type                                             | GU6 3.42                                                                          |
| <b>Electrical</b>              |                                                                           |                                                                                   |
| Alternator                     | Mfg. Std.                                                                 |                                                                                   |
| Battery                        | Mfg. Std.                                                                 |                                                                                   |
| <b>Fuel Tank</b>               |                                                                           |                                                                                   |
| Fuel Capacity (Gals)           | Mfg. Std. - List Amount in Gallons                                        | 28.3                                                                              |
| <b>Exterior</b>                |                                                                           |                                                                                   |
| Paint                          | One Std. Color (non-premium) from Manufacturer's Full Chart of Std. Paint |                                                                                   |
| Bumpers                        | Mfg. Std Front, Step-Type Rear                                            |                                                                                   |
| License Plate Brackets         | Front and Rear Brackets                                                   |                                                                                   |
| Windshield Washer              | Windshield Washer & Multi-Speed Wipers                                    |                                                                                   |
| <b>Doors &amp; Mirrors</b>     |                                                                           |                                                                                   |
| Doors                          | 2 Full-Size Doors                                                         |                                                                                   |
| Mirrors                        | Two Outside, Right & Left. One Interior                                   |                                                                                   |
| <b>Interior</b>                |                                                                           |                                                                                   |
| Air Conditioning               | AC Factory Installed                                                      |                                                                                   |
| Radio                          | Audio System with AM/FM Stereo                                            |                                                                                   |
| Tilt Steering                  | Tilt Steering Wheel                                                       |                                                                                   |
| Steering                       | Power Steering                                                            |                                                                                   |
| Tinted Glass                   | Mfg. Std.                                                                 |                                                                                   |
| Gauges/Indicators              |                                                                           | FUEL, TACH, OIL PRESSURE                                                          |
| <b>Seats</b>                   |                                                                           |                                                                                   |
| Seats                          | Mfg. Std., Colors Must Blend With Interior & Exterior Color               |                                                                                   |
| <b>Safety</b>                  |                                                                           |                                                                                   |
| Brakes                         | Anti-Lock Brake System (ABS) - List Disc/Drums                            | 4 WHL ANTILOCK 4 WHEEL DISC ABS                                                   |
| Restraint System All Pass      | Required                                                                  |                                                                                   |
| Air Bags, Front, Both Sides    | Required                                                                  |                                                                                   |
| <b>Tires &amp; Wheels</b>      |                                                                           |                                                                                   |
| Tires & Wheels                 | Mfg. Std. - List Size                                                     | 255/70 R17                                                                        |

| ITEM 9                                                                                                         | VEHICLE OPTIONS |                                                                                                | Dealer Name: SMART CHEVROLET CO                 |            |
|----------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------|-------------------------------------------------|------------|
| TYPE PBA<br>Standard Size Pickup, 1/2<br>Ton Regular Cab<br>4 X 2<br><a href="#">Back to Table of Contents</a> |                 |                                                                                                |                                                 |            |
| Body & Chassis                                                                                                 | Code            | Option Minimum Requirement                                                                     | Enter Optional Equip. Desc. & Mfg. Option Codes | Price      |
| Bed                                                                                                            | QH              | Long Wide Bed                                                                                  | INCLUDED                                        | \$         |
| Engine                                                                                                         |                 |                                                                                                |                                                 |            |
| Gasoline Engine Upgrade                                                                                        | CC              | 315 Horsepower, List Liters & Cylinders                                                        | L82 5.3L 355HP                                  | \$1,650.00 |
| Flex Fuel                                                                                                      | FFV             | Add Flex Fuel                                                                                  | REQUIRES V8                                     | \$100.00   |
| Engine Block Heater                                                                                            | HB              | Add Block Heater                                                                               | K05                                             | \$115.00   |
| Diesel Engine                                                                                                  | CA              | Diesel Engine Factory Installed                                                                | L3B 310HP                                       | \$1,988.00 |
| Bio Diesel                                                                                                     | BD              | Bio Diesel with OEM Warranty                                                                   | 5YR 100,000                                     | \$0.00     |
| PTO                                                                                                            | PTO             | Power Take Off                                                                                 | N/A                                             | \$         |
| CNG system                                                                                                     | CNG             | Alternative Fuel: CNG system shall include all components necessary to power vehicle with CNG. | N/A                                             | \$         |
| Transmission/Drivetrain                                                                                        |                 |                                                                                                |                                                 |            |
| Skid Plate                                                                                                     | KO              | Add Skid Plate                                                                                 | NZZ                                             | \$175.00   |
| Limited Slip Differential                                                                                      | LS              | Limited Slip Differential                                                                      | G80                                             | \$395.00   |
| Electrical                                                                                                     |                 |                                                                                                |                                                 |            |
| Daytime Running Lights                                                                                         | DL              | Add Daytime Running Lights                                                                     | STD                                             | \$0.00     |
| Alternator                                                                                                     | HA              | Heavy Duty Alternator - List Amps                                                              | KW5 REQUIRES V8 ENGING                          | \$150.00   |
| Batteries                                                                                                      | DB              | Dual Batteries                                                                                 | N/A                                             | \$0.00     |
| Power Outlet                                                                                                   | EP              | Add 12-Volt Power Outlet                                                                       | N/A                                             | \$0.00     |
| Doors & Windows                                                                                                |                 |                                                                                                |                                                 |            |
| Deep Tinted Windows                                                                                            | TG              | Add Deep Tinted Glass                                                                          | AKO                                             | \$335.00   |
| Power Windows & Door Locks                                                                                     | XX              | Power Windows & Door Locks                                                                     | ZLQ                                             | \$1,335.00 |
| Keyless Entry                                                                                                  | KE              | Keyless Entry                                                                                  | REQUIRES XX                                     | \$225.00   |
| Interior                                                                                                       |                 |                                                                                                |                                                 |            |
| Radio Upgrade                                                                                                  | RU              | Premium Audio System with AM/FM Stereo & MP3 Capability                                        | N/A                                             | \$         |
| Cruise                                                                                                         | PO              | Cruise Control, Factory Installed                                                              | K34                                             | \$225.00   |
| Vinyl Floor                                                                                                    | VF              | Rubber/Vinyl Flooring                                                                          | STD                                             | \$         |
| Cloth Seats                                                                                                    | CS              | Cloth Seats                                                                                    | HIT                                             | \$135.00   |
| Front Buckets                                                                                                  | FB              | Front Bucket Seats with Console                                                                | N/A                                             | \$         |
| Backup Camera                                                                                                  | BR              | Backup Camera                                                                                  | STD                                             | \$         |
| Backup Sensor                                                                                                  | BS              | Backup Sensor                                                                                  | PQA - WT SAFETY PKG                             | \$2,700.00 |
| Tires & Wheels                                                                                                 |                 |                                                                                                |                                                 |            |
| All Terrain Tires                                                                                              | AT              | All Terrain Tires                                                                              | QDV                                             | \$225.00   |
| Spare                                                                                                          | WL              | Mounted Full Size Spare                                                                        | STD                                             | \$         |
| Towing                                                                                                         |                 |                                                                                                |                                                 |            |
| Towing                                                                                                         | XO              | Towing Package Including: Hitch, Wiring Harness, Upgraded Radiator, Transmission Cooler        | Z82                                             | \$395.00   |
| Electric Brake Controller                                                                                      | BC              | Add Electric Brake Controller                                                                  | JL1 - INCLUDES XO, AND XX,                      | \$2,005.00 |
| Trailer Mirrors                                                                                                | TM              | Manual Telescoping Trailer Mirrors                                                             | NA                                              | \$         |
| Towing Differential                                                                                            | BO              | Differential for Extra Towing Capability                                                       | G80                                             | \$395.00   |

7306

\$ 25,610



## **Superior Automotive Group**

Don Clark | 479 268 1003 | [dclark@drivesuperior.com](mailto:dclark@drivesuperior.com)

# **City of Bentonville**

**Prepared For:** Ray Shastid / Ryan Simmons

[Fleet] 2021 Ram 3500 (D28L91) Tradesman 4x4 Crew Cab 6'4" Box



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Ram 3500 (D28L91) Tradesman 4x4 Crew Cab 6'4" Box (✓ Complete)

### Quote Worksheet

|                                     | MSRP                                 |
|-------------------------------------|--------------------------------------|
| Base Price                          | \$42,150.00                          |
| Dest Charge                         | \$1,695.00                           |
| Total Options                       | \$4,725.00                           |
| <b>Subtotal</b>                     | <b>\$48,570.00</b>                   |
| <b>Subtotal Pre-Tax Adjustments</b> | <b>\$0.00</b>                        |
| Less Customer Discount              | (\$13,136.00)                        |
| <b>Subtotal Discount</b>            | <b>(\$13,136.00)</b>                 |
| Trade-In                            | \$0.00                               |
| <b>Excluded from Sales Tax</b>      | <b>Subtotal Trade-In</b>             |
|                                     | <b>\$0.00</b>                        |
|                                     | <b>Taxable Price</b>                 |
|                                     | <b>\$35,434.00</b>                   |
| Sales Tax                           | \$0.00                               |
|                                     | <b>Subtotal Taxes</b>                |
|                                     | <b>\$0.00</b>                        |
|                                     | <b>Subtotal Post-Tax Adjustments</b> |
|                                     | <b>\$0.00</b>                        |
|                                     | <b>Total Sales Price</b>             |
|                                     | <b>\$35,434.00</b>                   |

 Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12801. Data Updated: Jan 12, 2021 10:50:00 PM PST.



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Ram 3500 (D28L91) Tradesman 4x4 Crew Cab 6'4" Box (✔ Complete)

### Window Sticker

#### SUMMARY

[Fleet] 2021 Ram 3500 (D28L91) Tradesman 4x4 Crew Cab 6'4" Box

MSRP:\$42,150.00

Interior:Black, Cloth 40/20/40 Bench Seat

Exterior 1:Bright White Clearcoat

Exterior 2:No color has been selected.

Engine: 6.4L V8 Heavy Duty HEMI MDS

Transmission: 8-Speed Auto (8HP75-LCV)

#### OPTIONS

| CODE           | MODEL                                                          | MSRP        |
|----------------|----------------------------------------------------------------|-------------|
| D28L91         | [Fleet] 2021 Ram 3500 (D28L91) Tradesman 4x4 Crew Cab 6'4" Box | \$42,150.00 |
| <b>OPTIONS</b> |                                                                |             |
| 2GA            | Quick Order Package 2GA Tradesman                              | \$0.00      |
| A6B            | Tradesman Level 2 Equipment Group                              | \$1,145.00  |
| AAP            | Special Service Vehicle Group                                  | \$745.00    |
| AMP            | Chrome Appearance Group                                        | \$1,095.00  |
| BAJ            | 220 Amp Alternator                                             | Inc.        |
| DFX            | Transmission: 8-Speed Auto (8HP75-LCV)                         | \$0.00      |
| DMF            | 4.10 Axle Ratio                                                | \$145.00    |
| ESB            | Engine: 6.4L V8 Heavy Duty HEMI MDS                            | \$0.00      |
| GFA            | Rear Window Defroster                                          | Inc.        |
| JKV            | 115V Auxiliary Front Power Outlet                              | \$210.00    |
| LHL            | I/P Mounted Auxiliary Switches                                 | Inc.        |
| MDA            | Front License Plate Bracket                                    | \$0.00      |
| PW7            | Bright White Clearcoat                                         | \$0.00      |
| TCN            | Tires: LT275/70R18E BSW AS                                     | \$0.00      |
| UAM            | Radio: Uconnect 4 w/8.4" Display                               | \$795.00    |
| V9X9           | Black, Cloth 40/20/40 Bench Seat                               | \$0.00      |
| WBH            | Wheels: 18" x 8.0" Steel Chrome Clad                           | Inc.        |
| XAA            | ParkSense Rear Park Assist System                              | \$295.00    |
| XHC            | Trailer Brake Control                                          | \$295.00    |

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12801. Data Updated: Jan 12, 2021 10:50:00 PM PST.



**Superior Automotive Group**

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Ram 3500 (D28L91) Tradesman 4x4 Crew Cab 6'4" Box (✔ Complete )

|                    |                                   |      |                    |
|--------------------|-----------------------------------|------|--------------------|
| XXS                | Upfitter Electronic Module (VSIM) | Inc. |                    |
| Z8F                | GVWR: 11,000 lbs                  |      | \$0.00             |
| <b>SUBTOTAL</b>    |                                   |      | <b>\$46,875.00</b> |
| Adjustments Total  |                                   |      | \$0.00             |
| Destination Charge |                                   |      | \$1,695.00         |
| <b>TOTAL PRICE</b> |                                   |      | <b>\$48,570.00</b> |

**FUEL ECONOMY**

Est City:N/A  
Est Highway:N/A  
Est Highway Cruising Range:N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 12801. Data Updated: Jan 12, 2021 10:50:00 PM PST.

| ITEM 69                                                                                                                                   |      | VEHICLE OPTIONS                                                                         |                                                 | Dealer Name: STEVE LANDERS C                                                                     |  |
|-------------------------------------------------------------------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------|--|
| TYPE PRR<br>Dodge RAM 3500<br>Special Service Pickup<br>Vehicle, 4WD (NO<br>(NO SUBSTITUTES)<br><a href="#">Back to Table of Contents</a> |      |                                                                                         |                                                 | State Bid +\$30,821 <sup>00</sup><br>SB Options + 4,613 <sup>00</sup><br>\$ 35,434 <sup>00</sup> |  |
| Body and Chassis                                                                                                                          | Code | Option Minimum Requirement                                                              | Enter Optional Equip. Desc. & Mfg. Option Codes | Price                                                                                            |  |
| Bed                                                                                                                                       | QH   | Long Wide Bed                                                                           | LWB                                             | \$300.00                                                                                         |  |
| Unmarked Police Package                                                                                                                   | ZI   | Unmarked Police Package                                                                 | AMP                                             | \$1,108.00                                                                                       |  |
| Engine                                                                                                                                    |      |                                                                                         |                                                 |                                                                                                  |  |
| Flex Fuel                                                                                                                                 | FFV  | Add Flex Fuel                                                                           |                                                 | N/A                                                                                              |  |
| Engine Block Heater                                                                                                                       | HB   | Add Block Heater                                                                        | ADE                                             | \$183.00                                                                                         |  |
| Diesel Engine                                                                                                                             | CA   | Diesel Engine Factory Installed                                                         | 6.7L I6 370 HP                                  | \$9,400.00                                                                                       |  |
| Bio Diesel                                                                                                                                | BD   | Bio Diesel with OEM Warranty                                                            |                                                 | N/A                                                                                              |  |
| PTO                                                                                                                                       | PTO  | Power Take Off                                                                          |                                                 | N/A                                                                                              |  |
| Transmission/Drive Train                                                                                                                  |      |                                                                                         |                                                 |                                                                                                  |  |
| Skid Plate                                                                                                                                | KO   | Add Skid Plate                                                                          |                                                 | STD                                                                                              |  |
| Limited Slip Differential                                                                                                                 | LS   | Limited Slip Differential                                                               |                                                 | STD                                                                                              |  |
| Electrical                                                                                                                                |      |                                                                                         |                                                 |                                                                                                  |  |
| Daytime Running Lights                                                                                                                    | DL   | Add Daytime Running Lights                                                              |                                                 | STD                                                                                              |  |
| Spot Lamp: Front, Left                                                                                                                    | SL   | Spot Lamp: Front, Left                                                                  |                                                 | N/A                                                                                              |  |
| Spot Lamps: Front, Left And Right                                                                                                         | ON   | Spot Lamps: Front, Left And Right                                                       |                                                 | N/A                                                                                              |  |
| Alternator                                                                                                                                | HA   | Heavy Duty Alternator - List Amps                                                       | 220 AMP                                         | STD                                                                                              |  |
| Batteries                                                                                                                                 | DB   | Dual Batteries                                                                          | MUST ALSO SELECT CA                             | N/C                                                                                              |  |
| Power Outlet                                                                                                                              | EP   | Add 12-Volt Power Outlet                                                                | JKV                                             | \$243.00                                                                                         |  |
| Doors & Windows                                                                                                                           |      |                                                                                         |                                                 |                                                                                                  |  |
| Deep Tinted Windows                                                                                                                       | TG   | Add Deep Tinted Glass                                                                   | TG                                              | \$245.00                                                                                         |  |
| Power Windows & Door Locks                                                                                                                | XX   | Power Windows & Door Locks                                                              |                                                 | STD                                                                                              |  |
| Keyless Entry                                                                                                                             | KE   | Keyless Entry                                                                           |                                                 | STD                                                                                              |  |
| Interior                                                                                                                                  |      |                                                                                         |                                                 |                                                                                                  |  |
| Radio Upgrade                                                                                                                             | RU   | Premium Audio System with AM/FM Stereo & MP3 Capability                                 | UAM APPLE CAR PLAY 8.4" DISPLAY                 | \$832.00                                                                                         |  |
| Cruise                                                                                                                                    | PO   | Cruise Control, Factory Installed                                                       |                                                 | STD                                                                                              |  |
| Rubber/Vinyl Flooring Rear Only                                                                                                           | VF   | Rubber/Vinyl Flooring Rear Only                                                         |                                                 | STD                                                                                              |  |
| Carpeted Floor, Front and Rear                                                                                                            | CF   | Carpeted Floor, Front and Rear                                                          | A6B ALSO INCLUDES CLOTH SEAT                    | \$1,108.00                                                                                       |  |
| Cloth Seats, Front and Rear                                                                                                               | CS   | Cloth Seats, Front and Rear                                                             | CS                                              | \$349.00                                                                                         |  |
| Vinyl Seat Rear Only                                                                                                                      | VS   | Vinyl Seat Rear Only                                                                    |                                                 | N/A                                                                                              |  |
| Front Buckets                                                                                                                             | FB   | Front Bucket Seats with Console                                                         |                                                 | N/A                                                                                              |  |
| Front Seat Center Floor Space                                                                                                             | FS   | 15" Front Seat Center Open Floor Space                                                  |                                                 | N/A                                                                                              |  |
| Backup Camera                                                                                                                             | BR   | Backup Camera                                                                           |                                                 | STD                                                                                              |  |
| Rear Air Conditioning                                                                                                                     | RA   | Factory Installed Rear Air Conditioning                                                 |                                                 | N/A                                                                                              |  |
| Backup Sensor                                                                                                                             | BS   | Backup Sensor                                                                           | XAA                                             | \$332.00                                                                                         |  |
| Tires and Wheels                                                                                                                          |      |                                                                                         |                                                 |                                                                                                  |  |
| All Terrain Tires                                                                                                                         | AT   | All Terrain Tires                                                                       | TCP 18" TIRE & WHEEL UPGRADE                    | \$644.00                                                                                         |  |
| Spare                                                                                                                                     | WL   | Mounted Full Size Spare                                                                 |                                                 | STD                                                                                              |  |
| Towing                                                                                                                                    |      |                                                                                         |                                                 |                                                                                                  |  |
| Towing                                                                                                                                    | XO   | Towing Package Including: Hitch, Wiring Harness, Upgraded Radiator, Transmission Cooler |                                                 | STD                                                                                              |  |
| Electric Brake Controller                                                                                                                 | BC   | Add Electric Brake Controller                                                           | XHC                                             | \$332.00                                                                                         |  |
| Trailer Mirrors                                                                                                                           | TM   | Manual Telescoping Trailer Mirrors                                                      | GPG                                             | \$230.00                                                                                         |  |
| Towing Differential                                                                                                                       | BO   | Differential for Extra Towing Capability                                                | DMF                                             | \$183.00                                                                                         |  |

\$4,613<sup>00</sup>

# 2021 Vehicle Specifications & Options Pricing

|                                    |                                                         |
|------------------------------------|---------------------------------------------------------|
| <b>ITEM 69</b>                     | <b>Dealer Name:</b> STEVE LANDERS CHRYSLER DODGE JEEP R |
| <b>TYPE PRR 10134450</b>           | <b>Vehicle Make/Model</b> 2021 RAM 3500 CREW CAB SSV    |
| <b>Dodge RAM 3500 Crew Cab</b>     | <b>Model Code:</b> D28L91                               |
| <b>Special Service Pickup, 4WD</b> | <b>City MPG Estimate</b> N/A                            |
| <b>Not For High Speed Chase</b>    |                                                         |
| <b>(NO SUBSTITUTES)</b>            |                                                         |
|                                    | <b>Highway MPG Estimate</b> N/A                         |

CO-OP Purchasing One Way Delivery Charge Per Mile \$1.50

[Back to Table of Contents](#)

## VEHICLE BID PRICE

**\$30,821.00**

| Body & Chassis                 | Base Vehicle Minimum Requirements                                         | Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only) |
|--------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Crew Cab Pickup Truck          | EPA Classified as Standard Pickup Truck                                   |                                                                                   |
| Gross Vehicle Weight Rating    | 6900 lbs.                                                                 |                                                                                   |
| Wheelbase/CA                   | Mfg. Std. - List Size                                                     | 149" WB 41" CA                                                                    |
| Bed (Short Box)                | Short Wide Bed                                                            |                                                                                   |
| Stability Control System       | Mfg. Std.                                                                 |                                                                                   |
| <b>Engine</b>                  |                                                                           |                                                                                   |
| Engine Size                    | Mfg. Std. List Size                                                       | 6.4L V8 410 HP                                                                    |
| Fuel Type                      | Gasoline                                                                  |                                                                                   |
| <b>Transmission/Drivetrain</b> |                                                                           |                                                                                   |
| Automatic                      | Automatic - List Type, Speeds etc.                                        | 8 SPEED AUTOMATIC                                                                 |
| 4WD                            | Mfg. Std. 4WD                                                             |                                                                                   |
| Differential Type/Ratio        | Mfg. Std. - List Ratio & Type                                             | 3.73                                                                              |
| <b>Electrical</b>              |                                                                           |                                                                                   |
| Alternator                     | Mfg. Std.                                                                 |                                                                                   |
| Battery                        | Mfg. Std.                                                                 |                                                                                   |
| Fuel Tank                      | Mfg. Std.                                                                 |                                                                                   |
| Fuel Capacity (Gals)           | Mfg. Std. - List Amount in Gallons                                        | 31                                                                                |
| <b>Exterior</b>                |                                                                           |                                                                                   |
| Paint                          | One Std. Color (non-premium) from Manufacturer's Full Chart of Std. Paint |                                                                                   |
| Bumpers                        | Mfg. Std Front, Step-Type Rear                                            |                                                                                   |
| License Plate Brackets         | Front and Rear Brackets                                                   |                                                                                   |
| Windshield Washer              | Windshield Washer & Multi-Speed Wipers                                    |                                                                                   |
| <b>Doors &amp; Windows</b>     |                                                                           |                                                                                   |
| Doors                          | 4 Full-Size Doors                                                         |                                                                                   |
| Mirrors                        | Two Outside, Right & Left. One Interior                                   |                                                                                   |
| <b>Interior</b>                |                                                                           |                                                                                   |
| Air Conditioning               | AC Factory Installed                                                      |                                                                                   |
| Radio                          | Audio system with AM/FM Stereo                                            |                                                                                   |
| Tilt Steering                  | Tilt Steering Wheel                                                       |                                                                                   |
| Cruise Control                 | Cruise Control                                                            |                                                                                   |
| Steering                       | Power Steering                                                            |                                                                                   |
| Tinted Glass                   | Mfg. Std.                                                                 |                                                                                   |
| Gauges/Indicators              | Mfg. Std.                                                                 |                                                                                   |
| Flooring                       | Mfg. Std.                                                                 |                                                                                   |
| <b>Seats</b>                   |                                                                           |                                                                                   |
| Seats                          | Mfg. Std., Colors Must Blend With Interior & Exterior Color               |                                                                                   |
| <b>Safety</b>                  |                                                                           |                                                                                   |
| Brakes                         | Anti-Lock Brake System (ABS) 95 <sup>th</sup> Est Disc/Drums              | 4 WHEEL DISC AND ABS                                                              |

# SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales

GMC



Jeep

CHRYSLER

DODGE



RAM

Attn: BENTONVILLE  
POLICE DEPARTMENT

Vehicle 2021 RAM 3500

## Emergency Equipment Upfit

| Qty | Description                                | Price Total |
|-----|--------------------------------------------|-------------|
| 1   | FEDERAL SIGNAL PF200R WITH SPKR AND BKT    | \$ -        |
| 1   | FEDERAL SIGNAL VALOR LIGHTBAR B/W W T/S    | \$ -        |
| 8   | FEDERAL SIGNAL MPS620UX B/W SURFACE MOUNTS | \$ 735.00   |
| 1   | FEDERAL SIGNAL RUMBLER                     | \$ -        |
| 1   | OBD CABLE                                  | \$ -        |
| 1   | GUN LOCK                                   | \$ -        |
| 1   | JOTTO 425-6010 9 IN SHORT STACK CONSOLE    | \$ 129.16   |
| 1   | JOTTO 425-3816 MIC MOUNT                   | \$ 27.50    |
| 1   | SETINA PB400 PB                            | \$ 580.00   |
|     | INSTALL CUST RADIO /ANTENNA                | \$ -        |
| 1   | REMOTE START                               | \$ 400.00   |
| 1   | ON THE FLY 4WD SELECTOR                    | \$ 295.00   |
|     |                                            | \$ -        |
|     |                                            | \$ -        |
|     | SHOP SUPPLIES                              | \$ 65.00    |
|     |                                            | \$ -        |
|     | Installation Labor                         | \$ 1,500.00 |

Total Upfit \$ 3,731.66

Don Clark / Jeremy Mcallister  
Fleet Director / Upfit  
Superior Automotive Group  
490 Hwy 412 East  
Siloam Springs, AR  
Cell: 479-268-1003/616-4348

Base Truck \$ 30,821<sup>00</sup>  
w/ options \$ 35,434<sup>00</sup>  
+ Upfit \$ 3,736<sup>66</sup>  
\$ 39,165<sup>66</sup>



## **Superior Automotive Group**

Don Clark | 479 268 1003 | [dclark@drivesuperior.com](mailto:dclark@drivesuperior.com)

# **Bentonville Police**

**Prepared For:** Ray Shastid / Ryan Simmons

[Fleet] 2021 Chevrolet Traverse (1NV56) AWD 4dr LS (2)



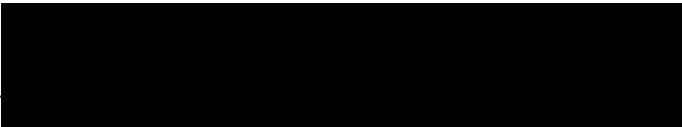
## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Traverse (1NV56) AWD 4dr LS (2) ( ☒ Complete )

### Quote Worksheet

|                                     | MSRP                                 |
|-------------------------------------|--------------------------------------|
| Base Price                          | \$34,900.00                          |
| Dest Charge                         | \$1,195.00                           |
| Total Options                       | (\$33.75)                            |
| <b>Subtotal</b>                     | <b>\$36,061.25</b>                   |
| <b>Subtotal Pre-Tax Adjustments</b> | <b>\$0.00</b>                        |
| Less Customer Discount              | (\$10,216.25)                        |
| <b>Subtotal Discount</b>            | <b>(\$10,216.25)</b>                 |
| Trade-In                            | \$0.00                               |
| <b>Excluded from Sales Tax</b>      | <b>Subtotal Trade-In</b>             |
|                                     | <b>\$0.00</b>                        |
|                                     | <b>Taxable Price</b>                 |
|                                     | <b>\$25,845.00</b>                   |
| Sales Tax                           | \$0.00                               |
|                                     | <b>Subtotal Taxes</b>                |
|                                     | <b>\$0.00</b>                        |
|                                     | <b>Subtotal Post-Tax Adjustments</b> |
|                                     | <b>\$0.00</b>                        |
|                                     | <b>Total Sales Price</b>             |
|                                     | <b>\$25,845.00</b>                   |

 X  
Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12801. Data Updated: Jan 12, 2021 10:50:00 PM PST.



## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Chevrolet Traverse (1NV56) AWD 4dr LS (2) (✓ Complete)

### Window Sticker

#### SUMMARY

[Fleet] 2021 Chevrolet Traverse (1NV56) AWD 4dr LS w/1LS

MSRP:\$34,900.00

Interior:Jet Black, Premium cloth seat trim

Exterior 1:Satin Steel Metallic

Exterior 2:No color has been selected.

Engine, 3.6L V6, SIDI, VVT

Transmission, 9-speed automatic

#### OPTIONS

| CODE               | MODEL                                                    | MSRP               |
|--------------------|----------------------------------------------------------|--------------------|
| 1NV56              | [Fleet] 2021 Chevrolet Traverse (1NV56) AWD 4dr LS w/1LS | \$34,900.00        |
| <b>OPTIONS</b>     |                                                          |                    |
| 1LS                | LS Preferred Equipment Group                             | \$0.00             |
| AR9                | Seats, front bucket                                      | \$0.00             |
| FE9                | Emissions, Federal requirements                          | \$0.00             |
| G9K                | Satin Steel Metallic                                     | \$0.00             |
| H1T                | Jet Black, Premium cloth seat trim                       | \$0.00             |
| IOR                | Audio system, Chevrolet Infotainment 3 system            | \$0.00             |
| LFY                | Engine, 3.6L V6, SIDI, VVT                               | \$0.00             |
| M3V                | Transmission, 9-speed automatic                          | \$0.00             |
| PXJ                | Wheels, 18" (45.7 cm) Bright Silver painted aluminum     | \$0.00             |
| QO5                | Tires, P255/65R18 all-season blackwall                   | \$0.00             |
| R9Y                | Fleet Free Maintenance Credit.                           | (\$33.75)          |
| VQ3                | Fleet processing option                                  | \$0.00             |
| <b>SUBTOTAL</b>    |                                                          | <b>\$34,866.25</b> |
| Adjustments Total  |                                                          | \$0.00             |
| Destination Charge |                                                          | \$1,195.00         |
| <b>TOTAL PRICE</b> |                                                          | <b>\$36,061.25</b> |

#### FUEL ECONOMY

Est City:17 MPG

Est Highway:25 MPG

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12801. Data Updated: Jan 12, 2021 10:50:00 PM PST.

# SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales

GMC



Jeep

CHRYSLER

DODGE



RAM

Attn: BENTONVILLE  
POLICE DEPARTMENT

Vehicle

2021 TRAVERSE CID X 2

Emergency Equipment Upfit

| Qty | Description                                              | Price Total |
|-----|----------------------------------------------------------|-------------|
| 1   | FEDERAL SIGNAL P200R CONTROLLER W/SPKR AND MOUNT         | \$ 700.00   |
| 1   | FEDERAL SIGNAL DUAL ILS VISOR LIGHTING                   | \$ 625.00   |
| 2   | WHELEN ION IN GRILL AREA                                 | \$ 196.00   |
| 1   | SPEED TURTLE 3.0 IF AVAILABLE                            | \$ 298.00   |
|     |                                                          |             |
|     |                                                          | \$ -        |
|     |                                                          | \$ -        |
|     | WILL INCLUDE INSTALL OF CUST. SUPPLIED REAR LIGHTS RADIO | \$ -        |
|     | AND ANTENNA AT TIME OF INSTALLATION                      | \$ -        |
|     |                                                          | \$ -        |
|     |                                                          |             |
|     | SHOP CHARGE                                              | \$ 45.00    |
|     |                                                          | \$ -        |
|     |                                                          | \$ -        |
|     | Installation Labor                                       | \$ 1,500.00 |

Total Upfit \$ 3,364.00

Don Clark / Jeremy Mcallister  
Fleet Director / Upfit  
Superior Automotive Group  
490 Hwy 412 East  
Siloam Springs, AR  
Cell: 479-268-1003 / 616-4348

# 2021 Vehicle Specifications & Options Pricing

**ITEM 46**

**TYPE VSB 10128193**

**4WD, 8 Passenger, Standard  
Sport Utility Vehicle as classified  
in the latest EPA Fuel Economy  
Guide**

**Dealer Name:** BALE CHEVROLET

**Vehicle Make/Model** CHEVROLET TRAVERSE AWD

**Model Code:** 1NV56 1LS AWD 8 PASSENGER

**City MPG Estimate** 17

**Highway MPG Estimate** 20

**CO-OP Purchasing One Way Delivery Charge Per Mile** \$1.75

[Back to Table of Contents](#)

## VEHICLE BID PRICE

**\$25,845.00**

| Body & Chassis                              | Base Vehicle Minimum Requirements                                         | Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only) |
|---------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Standard Sport Utility Vehicle, 8 Passenger | Standard Sport Utility Vehicle, 8 Passenger                               |                                                                                   |
| Wheelbase                                   | Minimum 112 inches                                                        |                                                                                   |
| GVWR                                        | 6000 lbs                                                                  |                                                                                   |
| <b>Engine</b>                               |                                                                           |                                                                                   |
| Engine Size                                 | 280 hp - List HP, Liters & Cylinders                                      | 310 HP 3.6 LITER V6                                                               |
| Fuel Type                                   | Gasoline                                                                  |                                                                                   |
| <b>Transmission/Drivetrain</b>              |                                                                           |                                                                                   |
| Automatic Transmission                      | Automatic - List Type, Speeds etc.                                        | 9 SPEED AUTOMATIC                                                                 |
| 4x4 or AWD                                  | 4x4 or AWD                                                                |                                                                                   |
| Hubs                                        | Automatic Locking If 4x4                                                  |                                                                                   |
| Stability Control                           | Stability Control System                                                  |                                                                                   |
| Differential Type/Ratio                     | Mfg.Std. - List Ratio & Type                                              | 3.49 AWD                                                                          |
| <b>Electrical</b>                           |                                                                           |                                                                                   |
| Alternator                                  | Mfg. Std.                                                                 |                                                                                   |
| Battery                                     | Mfg. Std.                                                                 |                                                                                   |
| <b>Fuel Tank</b>                            |                                                                           |                                                                                   |
| Fuel Capacity (Gals)                        | Mfg. Std. - List Amount in Gallons                                        | 19.6 GAL                                                                          |
| <b>Exterior</b>                             |                                                                           |                                                                                   |
| Paint                                       | One Std. Color (non-premium) from Manufacturer's Full Chart of Std. Paint |                                                                                   |
| Bumpers                                     | Mfg.Std Front & Rear                                                      |                                                                                   |
| License Plate Brackets                      | Front and Rear Brackets                                                   |                                                                                   |
| Windshield Washer                           | Windshield Washer & Multi-Speed Wipers Front and Rear                     |                                                                                   |
| <b>Doors &amp; Mirrors</b>                  |                                                                           |                                                                                   |
| Doors                                       | Mfg. Standard 4-Door                                                      |                                                                                   |
| Mirrors                                     | Two Outside, Right & Left, One inside                                     |                                                                                   |
| <b>Interior</b>                             |                                                                           |                                                                                   |
| Air Conditioning                            | AC Factory Installed                                                      |                                                                                   |
| Radio                                       | Audio system with AM/FM Stereo                                            |                                                                                   |
| Cruise                                      | Cruise Control, Factory Installed                                         |                                                                                   |
| Tilt Steering                               | Tilt Steering Wheel                                                       |                                                                                   |
| Steering                                    | Power Steering                                                            |                                                                                   |
| Windows                                     | Mfg. Standard                                                             |                                                                                   |
| Power Windows & Door Locks                  | Power Windows & Door Locks                                                |                                                                                   |
| Tinted Glass                                | Mfg. Std. Tint on All Windows                                             |                                                                                   |
| Floor Mats                                  | Front & Rear, Color to Match Interior                                     |                                                                                   |
| <b>Seats</b>                                |                                                                           |                                                                                   |

| ITEM 46                                                                                                                                            | VEHICLE OPTIONS |                                                         | Dealer Name: BALE CHEVROLET                        |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------|----------------------------------------------------|----------|
| TYPE VSB<br>Full-size 4WD Utility<br>Vehicle as classified in<br>the latest EPA Fuel<br>Economy Guide<br><a href="#">Back to Table of Contents</a> |                 |                                                         |                                                    |          |
| Body & Chassis                                                                                                                                     | Code            | Option Minimum Requirement                              | Enter Optional Equip. Desc.<br>& Mfg. Option Codes | Price    |
|                                                                                                                                                    |                 |                                                         |                                                    |          |
| Engine                                                                                                                                             |                 |                                                         |                                                    |          |
| Gasoline Engine Upgrade                                                                                                                            | CC              | List HP, Liter, Cylinders                               |                                                    | N/A      |
| Engine Block Heater                                                                                                                                | HB              | Engine Block Heater                                     | K05                                                | \$100.00 |
| Flex Fuel                                                                                                                                          | FFV             | Flex Fuel Capable                                       |                                                    | N/A      |
| Transmission/Drivetrain                                                                                                                            |                 |                                                         |                                                    |          |
| Limited Slip Differential                                                                                                                          | LS              | Limited Slip Differential                               |                                                    | N/A      |
| Skid Plate                                                                                                                                         | KO              | Skid Plate                                              |                                                    | N/A      |
| Low Range Gears                                                                                                                                    | LR              | Low Range Gears for Off Road                            |                                                    | N/A      |
| Electrical                                                                                                                                         |                 |                                                         |                                                    |          |
| Daytime Running Lights                                                                                                                             | DL              | Add Daytime Running Lights                              |                                                    | STD      |
| Power Outlet                                                                                                                                       | EP              | Add 12-Volt Power Outlet                                |                                                    | N/A      |
| Interior                                                                                                                                           |                 |                                                         |                                                    |          |
| Radio Upgrade                                                                                                                                      | RU              | Premium Audio System with AM/FM Stereo & MP3 Capability | BLUETOOTH, APPLE CAR PLAY & ANDROID AUTO STANDARD  | SEE STD  |
| Towing                                                                                                                                             |                 |                                                         |                                                    |          |
| Towing Package                                                                                                                                     | XO              | Mfg. Standard                                           |                                                    | N/A      |
| Tires & Wheels                                                                                                                                     |                 |                                                         |                                                    |          |
| All Terrain Tires                                                                                                                                  | AT              | All Terrain Tires                                       |                                                    | N/A      |
| Spare                                                                                                                                              | WL              | Mounted full size spare                                 |                                                    | N/A      |



## **Superior Automotive Group**

Don Clark | 479 268 1003 | [dclark@drivesuperior.com](mailto:dclark@drivesuperior.com)

# **Bentonville Police**

**Prepared For:** Ray Shastid / Ryan Simmons

**[Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD**



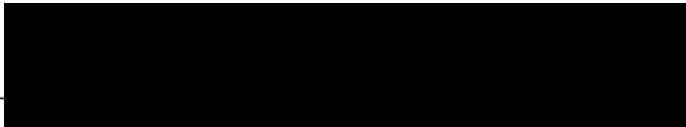
## Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD (✔ Complete)

### Quote Worksheet

|                                      | MSRP                     |
|--------------------------------------|--------------------------|
| Base Price                           | \$36,000.00              |
| Dest Charge                          | \$1,495.00               |
| Total Options                        | \$1,100.00               |
| <b>Subtotal</b>                      | <b>\$38,595.00</b>       |
| <b>Subtotal Pre-Tax Adjustments</b>  | <b>\$0.00</b>            |
| Less Customer Discount               | (\$7,920.00)             |
| <b>Subtotal Discount</b>             | <b>(\$7,920.00)</b>      |
| Trade-In                             | \$0.00                   |
| <b>Excluded from Sales Tax</b>       | <b>Subtotal Trade-In</b> |
|                                      | <b>\$0.00</b>            |
|                                      | <b>Taxable Price</b>     |
|                                      | <b>\$30,675.00</b>       |
| Sales Tax                            | \$0.00                   |
| <b>Subtotal Taxes</b>                | <b>\$0.00</b>            |
| <b>Subtotal Post-Tax Adjustments</b> | <b>\$0.00</b>            |
| <b>Total Sales Price</b>             | <b>\$30,675.00</b>       |

 X \_\_\_\_\_  
Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12847. Data Updated: Jan 18, 2021 10:30:00 PM PST.

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

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE CERTAIN POLICE EQUIPMENT AND UPFITTING SERVICES FROM SUPERIOR AUTO GROUP AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.**

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

**Section 1:** That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Superior Auto Group for the purchase of equipment and upfitting of police vehicles as set forth in the agenda item submitted herewith.

**Section 2:** Because Superior is the provider of the police vehicles and provides law enforcement upfitting services related to such vehicles, allowing for a streamlined and efficient purchase and installation of components in connection with the purchase of the vehicles and creating favorable warranty coverage, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



## Agenda Item Form

|                              |                              |
|------------------------------|------------------------------|
| Date of City Council Meeting | 2/9/2021                     |
| Department                   | Police Department            |
| Submitted by                 | Jon Simpson- Chief of Police |
| Phone                        | (479) 271-3170               |

|                                            |                                       |                                        |                                    |                                                |                                    |
|--------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check All That Apply)          |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |

**Recommendation/Suggested Action (Enter recommendation in space below):**

This is a request to declare seventeen (17) no longer in-service police department vehicles as surplus property. The vehicles include the following City of Bentonville vehicle descriptions:

2010-119, a 2008 Ford F150 pickup (VIN 1FTRF12208KD79401)  
2010-81, a 2009 Chevrolet Impala car (VIN 2G1WS57M191289104)  
2010-95, a 2011 Chevrolet Tahoe 5W4 (VIN 1GNSK2E02BR321826)  
2010-96, a 2011 Chevrolet Tahoe 5W4 (VIN 1GNSK2E09BR320964)  
2010-03, a 2011 Chevrolet Tahoe 5W4 (VIN 1GNSK2E02BR363557)  
2010-11, a 2012 Chevrolet Tahoe 5W4 (VIN 1GNSK2E07CR242248)  
2010-13, a 2012 Ford F150 pickup (VIN 1FTMF1CM6CKD58801)  
2010-25, a 2013 Chevrolet Tahoe PPV (VIN 1GNLC2E00DR280309)  
2010-18, a 2013 Chevrolet Tahoe PPV (VIN 1GNLC2E09DR281541)  
2010-20, a 2013 Chevrolet Tahoe PPV (VIN 1GNLC2E01DR276415)  
2010-21, a 2013 Chevrolet Tahoe PPV (VIN 1GNLC2E01DR279329)  
2010-24, a 2013 Chevrolet Tahoe PPV (VIN 1GNLC2E0XDR280320)  
2010-26, a 2013 Chevrolet Tahoe PPV (VIN 1GNLC2E02DR279436)  
2010-28, a 2013 Chevrolet Tahoe PPV (VIN 1GNLC2E01DR348732)  
2010-29, a 2013 Chevrolet Tahoe PPV (VIN 1GNLC2E05DR346854)  
2010-23, a 2013 Chevrolet Tahoe PPV (VIN 1GNLC2E0XDR279426)  
2010-38, a 2014 Chevrolet Tahoe PPV (VIN 1GNLC2E01ER194685)

These vehicles were previously used as marked cars, unmarked cars, or animal services trucks, and all were scheduled for replacement or have been replaced. Fifteen of the seventeen vehicles are equipped with lightbars, sirens, consoles, gun racks, prisoner containment systems, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon being approved and declared as surplus, these vehicles will be traded to Superior Automotive Group in Siloam Springs for a credit, with values derived from NADA/Manheim Auction Reports for dealers for a market trade-in-value of like vehicles with similar equipment installed. Superior offers a unique trade-in program for public safety vehicles which allows them to be refurbished and sold to other law enforcement agencies at a reduced cost of ownership. Additionally, this credit will be applied toward the purchase and upfitting of the police department vehicles approved in the 2021 budget. Surplus these vehicles to allow such a trade-in represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with further handling of the vehicle itself and the removal, storage, and proper disposal of law enforcement only equipment that cannot be publicly sold or transferred to a new replacement vehicle.

|                                                                                 |                                                          |
|---------------------------------------------------------------------------------|----------------------------------------------------------|
| Estimated Cost                                                                  | \$                                                       |
| Is this Item Budgeted?                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below): |                                                          |
|                                                                                 |                                                          |



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

**A RESOLUTION DECLARING CERTAIN PROPERTY  
BELONGING TO THE CITY OF BENTONVILLE POLICE  
DEPARTMENT AS SURPLUS PROPERTY.**

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

**Section 1:** That certain property of the City of Bentonville Police Department, more particularly described in the attached agenda form, is hereby declared to be surplus and the Police Department is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

**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 \_\_\_\_\_, 2021.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



## Agenda Item Form

|                              |                                  |
|------------------------------|----------------------------------|
| Date of City Council Meeting | Tuesday, February 09, 2021       |
| Department                   | Water Resource Recovery Facility |
| Submitted by                 | Nancy Busen                      |
| Phone                        | (479) 271-6749                   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       |                                        |                                               |                                     |                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                                                                                                                                                                           |                                       |                                        |                                               |                                     |                                    |
| <p>An ordinance for waiver of bid for purchase of a 85 HP Flygt <u>replacement pump</u> from Jack Tyler Manufacturing for the McKissic lift station. Jack Tyler is the sole source supplier in this area for Flygt pumps. This purchase is due to the failure of a pump at our largest lift station. Repair of the failed pump is contraindicated as noted in the report from Jack Tyler. (included with quote)<br/>The Utility Board voted 5-0 recommending approval of this item.</p> |                                       |                                        |                                               |                                     |                                    |

|                                                                                                                                                                                                         |                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                                                                                                                                          | \$64,343.30 Tax Included                                            |
| Is this Item Budgeted?                                                                                                                                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b>                                                                                                                 |                                                                     |
| <p>3030-44440 account budgeted an additional \$50,000 for unexpected equipment failure in 2021. Some items in this account may come in under budget during the year to cover the remaining expense.</p> |                                                                     |





## Waiver of Bid Request

|                              |                                  |
|------------------------------|----------------------------------|
| Date of City Council Meeting | Tuesday, February 09, 2021       |
| Department                   | Water Resource Recovery Facility |
| Submitted by                 | Nancy Busen                      |
| Phone                        | (479) 271-6749                   |

|                                                                                                                                                                                                                                                                                     |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Vendor                                                                                                                                                                                                                                                                              | Jack Tyler Manufacturing |
| Total Cost                                                                                                                                                                                                                                                                          | \$64,343.30 tax included |
| <b>Description of Purchase</b> <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year &amp; options if applicable. Enter details in space below):</i>                                     |                          |
| <b>Request a Waiver of Bid for an 85 HP replacement pump in the amount of \$64,343.30 (Tax Included) from Jack Tyler Manufacturing. This is a sole source item. The failed pump was not repairable (see quote). The Utility Board voted 5-0 recommending approval of this item.</b> |                          |

|                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Justification</b> <i>(Enter justification in space below):</i>                                                                                                                                                                                      |
| <b>Jack Tyler is the sole source for this replacement pump. All pump connections at this lift station are set up for Flygt pumps. Another brand would require rebuilding of the pump connection base and eliminate exchangeability of spare pumps.</b> |





# ***MEMO***

To: City Council, Mayor Orman

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: February 9, 2021

Re: Ordinance for purchase of an 85HP replacement pump from Jack Tyler Manufacturing for \$64,343.30. Shipping and tax included. This unit is for our largest lift station and is a sole source vendor item.

The Utility Board voted 5-0 recommending approval of this item on January 26, 2021.

Thank you for your consideration of this request.



**James A. Miller**  
Engineered Account Manager  
**PENTAIR FLOW TECHNOLOGIES**  
Hydromatic  
+1.913.371.5000 main  
+1.504-491-0320 Mobile  
Jim.miller@pentair.com  
3925 North I-10 Service Road  
Suite 109Q  
Metairie, La 70002  
United States  
www.hydromatic.com

January 14, 2021

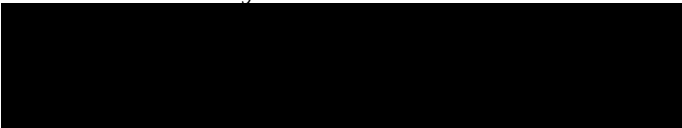
**To Whom It May Concern:**

**Re: Instrument and Supply, Inc.**

**Instrument and Supply Inc.** is the exclusive authorized Hydromatic distributor for all counties in Arkansas. Their contract covers both new units and OEM repair parts for this region. Only companies such as Instrument and Supply Inc. that are under contract with Hydromatic are authorized to sell our products, OEM parts, and services. Please contact Hydromatic should you have any question.

We thank you for your confidence in Hydromatic products and look forward to serving your requirements in the future through Instrument and Supply Inc.

Sincerely



James A. Miller

Regional Sales Manager



# JACK TYLER ENGINEERING, INCORPORATED

6112 Patterson Avenue, Little Rock, Arkansas 72209  
501-562-2296 \* Fax - 501-562-4273 \* Toll Free - 800-562-2296

## QUOTATION

QUOTATION NUMBER: 01052021CFB      QUOTATION DATE: 01/05/21      PAGE: 1 OF 2  
INQUIRY DATE:      YOUR INQUIRY NO.:

TO: CITY OF BENTONVILLE

COPIES:      Andrew Borne      Chris Bohner

MCKISSIC PUMP STATION

PHONE: (479) 271-3160

ATTN: ROBERT BURKETT

FAX:

Email:

---

\*\*\*\*QUOTE FOR PUMP REPLACEMENT FOR FLYGT PUMP MODEL 3300.181-5408\*\*\*\*

1) 3301.185-0126

NP464-6" 85HP/460V/3~ 50' MOTOR CABLE

\*\*\*PRICING FOR EQUIPMENT ONLY, DOES NOT INCLUDE INSTALLATION OR STARTUP\*\*\*

Total Price For Above.....\$58,761.00

FREIGHT: INCLUDED

Delivery: 10-12 Weeks, ARO

Thank you for the opportunity to quote on your requirements. If you have any questions, please do not hesitate to contact us at 501-562-2296.

Very truly yours,  
JACK TYLER ENGINEERING, INC.

Scott Jones  
Senior Sales Representative

**WE ARE SERIOUS ABOUT SERVICE!**



# JACK TYLER ENGINEERING, INCORPORATED

6112 PATTERSON AVENUE, LITTLE ROCK, ARKANSAS 72209  
(501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

## STATEMENT OF TERMS AND CONDITIONS

**TERMS/PAYMENTS:** Our terms of payment are net cash 15 days from date of the invoice subject to

Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16% on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.

**SHIPMENT:** The date of shipment is subject to our receiving your order with complete information at our office, final approval of any prints or drawings as may be required, credit approval, and the acceptance of your order by the company. Freight Charges are not included in the quoted price.

**EXPIRATION:** Quotation expires 30 days from the date of proposal and, in the interim, is subject to change without notice.

**TAXES:** Unless otherwise stated in the proposal, the prices quoted herein are exclusive of all sales, use and similar taxes and, wherever applicable, such taxes will be added to the invoice as separate items.

**RETURNS/REFUNDS:** Items wished to be returned are subject to prior approval and must be accompanied by a Return Merchandise Authorization (RMA). Items returned without proper approval and/or paperwork will be returned to the customer at their expense. Returns past 30 days of initial receipt will not be accepted.

All returned items are subject to a restocking fee. The customer's credit will be equal to the credit Jack Tyler Engineering, Inc. receives from the vendor, minus original freight and freight back to the vendor. Please note that all items must be returned to JTEI, who will return the item to the vendor. Credit will only be issued once JTEI receives credit from the vendor.

### SPECIAL NOTE:

THIS PROPOSAL IS BASED ON CURRENT PRICES. EQUIPMENT IS SUBJECT TO THE SAME PERCENTAGE INCREASE AS MADE BY OUR SUPPLIERS AND THE INVOICE WILL REFLECT PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS SPECIFICALLY EXCEPTED. **WE WILL NOT ACCEPT RETAINAGE ON ANY OF OUR INVOICES!**

**\*\*\*\*\* A \$50.00 minimum order charge will apply \*\*\*\*\***

### WARRANTY:

"The products sold by Jack Tyler Engineering, Inc. hereunder are manufactured by others, and the only warranties that apply to these products are those of the manufacturer of the products which can be passed on by Jack Tyler Engineering, Inc. to its customers. No other warranty of any kind is given in connection with the sale of any of the above products, and JACK TYLER ENGINEERING, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RESPECTING THESE PRODUCTS. Jack Tyler Engineering, Inc. shall not be liable in connection with the sale of the above products for any incidental or consequential damages of any kind."

*An electronic copy of the latest version is available online at [www.jteng.com](http://www.jteng.com).*



## JACK TYLER ENGINEERING, INCORPORATED

6112 PATTERSON AVENUE, LITTLE ROCK, ARKANSAS 72209

501-562-2296 FAX (501) 562-4273 TOLL FREE (800) 562-2296

### INSPECTION REPORT

October 5, 2020  
City of Bentonville

Robert Burkett

The following is a detailed report for the Flygt Pump  
brought in by Scott Jones last week.

Model: 3300.181-5408  
S/N# S9450085

**Power Cable Condition:** BAD, DRY ROT, REPLACE  
**Upper Bearing Condition:** WORN, REPLACE  
**Lower Bearing Condition:** WORN, REPLACE  
**Upper Seal Condition:** BAD, REPLACE  
**Lower Seal Condition:** BAD, REPLACE  
**Rotor/shaft Condition:** SHAFT DAMAGE, SEE PICTURES, REPLACE  
**Volute Condition:** GOOD  
**Motor/Stator Condition:** BAD, IRONS DAMAGED, IMPLOSION, REPLACE  
**Top Bearing Fit to Motor Housing:** GOOD  
**Impeller Condition/Clearances:** OK, NEEDS WEAR RING  
**Insert Ring Condition:** WORN, REPLACE

#### Comments:

There were no seal failure sensors in this pump. (Would the customer prefer to have them?) Shaft has been worked on before, sleeved with brass, unacceptable for performance requirements. Motor implosion (shown in pictures on following page), cannot be rewound. Must replace.

**PRICING FOR REPAIR.....\$37,706.31**

**NORMAL LEAD TIME: 5-6 WEEKS, ARO**

*Shipping Cost : Included*

*\$ 0.00*

**PRICING FOR REPLACEMENT.....\$58,761.00**

**NORMAL LEAD TIME: 10-11 WEEKS, ARO**

## Quote



**Jack Tyler Engineering, Incorporated**  
**6112 Patterson Road**  
**Little Rock, AR 72209-2430**  
**(501) 562-2296 Phone**  
**(501) 562-4273 Fax**

**Order Number:** 0132564  
**Order Date:** 10/1/2020  
**Quoted By:** CBOHNER  
**Entered by:** chrisb  
**Salesperson:** S016  
**Customer Number:** 0001170  
**Customer Fax:** (501) 271-3163

**Sold To:**

Bentonville, City Of  
 Waste Water Dept.  
 115 West Central  
 Bentonville, AR 72712

**Confirm To:**

ROBERT BURKETT...479.271.3160

**Ship To:**

City of Bentonville  
 Waste Water Dept.  
 115 West Central  
 Bentonville, AR 72712

| Customer P.O.                                     | Ship VIA     | Freight | F.O.B.    | Terms      |           |           |
|---------------------------------------------------|--------------|---------|-----------|------------|-----------|-----------|
|                                                   | JTE DELIVERY | PREPAID |           | Net 15     |           |           |
| Item Number                                       | Unit         | Ordered | Shipped   | Back Order | Price     | Amount    |
| FLYGT PUMP MODEL 3300.181-5408 WITH S/N# S9450085 |              |         |           |            |           |           |
| NORMAL LEAD TIME FOR REPAIR 5-6 WEEKS, ARO        |              |         |           |            |           |           |
| /REPAIR                                           | EACH         | 1.00    | 0.00      | 0.00       | 37,706.31 | 37,706.31 |
| Repair                                            |              |         |           |            |           |           |
| 0000006018924                                     | EACH         | 1.00    | 0.00      | 1.00       | 0.00      | 0.00      |
| Kit,Repair Basic 3300.180 Ni                      |              |         | Whse: 001 |            |           |           |
| 0000000942111                                     | FT           | 50.00   | 0.00      | 50.00      | 0.00      | 0.00      |
| Cable,Subcab Awg 1/3-2-1-Gc                       |              |         | Whse: 001 |            |           |           |
| 0000003199839                                     | EACH         | 1.00    | 0.00      | 1.00       | 0.00      | 0.00      |
| Stator,88Hp 460Vd 3Ph                             |              |         | Whse: 001 |            |           |           |
| 0000003193800                                     | EACH         | 1.00    | 0.00      | 1.00       | 0.00      | 0.00      |
| Wear Ring,Stationary                              |              |         | Whse: 001 |            |           |           |
| 0000003452502                                     | EACH         | 1.00    | 0.00      | 1.00       | 0.00      | 0.00      |
| Wear Ring,Rotating S.S.                           |              |         | Whse: 001 |            |           |           |
| 0000003191400                                     | EACH         | 1.00    | 0.00      | 1.00       | 0.00      | 0.00      |
| Rotor Unit 3300                                   |              |         | Whse: 001 |            |           |           |
| 0000000843564                                     | EACH         | 1.00    | 0.00      | 0.00       | 0.00      | 0.00      |
| Grommet 41Mm Id 60Mm Od Cr                        |              |         | Whse: 001 |            |           |           |
| 0000006207800                                     | EACH         | 1.00    | 0.00      | 1.00       | 0.00      | 0.00      |
| Housing,Oil Bottom 3300                           |              |         | Whse: 001 |            |           |           |

Continued

## Quote



**Jack Tyler Engineering, Incorporated**  
**6112 Patterson Road**  
**Little Rock, AR 72209-2430**  
**(501) 562-2296 Phone**  
**(501) 562-4273 Fax**

**Order Number:** 0132564  
**Order Date:** 10/1/2020  
**Quoted By:** CBOHNER  
**Entered by:** chrisb  
**Salesperson:** S016  
**Customer Number:** 0001170  
**Customer Fax:** (501) 271-3163

**Sold To:**

Bentonville, City Of  
Waste Water Dept.  
115 West Central  
Bentonville, AR 72712

**Confirm To:**

ROBERT BURKETT...479.271.3160

**Ship To:**

City of Bentonville  
Waste Water Dept.  
115 West Central  
Bentonville, AR 72712

| Customer P.O.                                  | Ship VIA<br>JTE DELIVERY | Freight<br>PREPAID | F.O.B.            | Terms<br>Net 15 |           |        |
|------------------------------------------------|--------------------------|--------------------|-------------------|-----------------|-----------|--------|
| Item Number                                    | Unit                     | Ordered            | Shipped           | Back Order      | Price     | Amount |
| 0000004414100<br>Disc,Protective               | EACH                     | 1.00               | 0.00<br>Whse: 001 | 1.00            | 0.00      | 0.00   |
| 0000003192000<br>Washer,Ss                     | EACH                     | 1.00               | 0.00<br>Whse: 001 | 1.00            | 0.00      | 0.00   |
| /BOV MACHINING<br>BOV Machine Work             |                          | 1.00               | 0.00              | 0.00            | 0.00      | 0.00   |
| /LABOR<br>Service Labor                        | HR                       | 16.00              | 0.00              | 0.00            | 0.00      | 0.00   |
| /SHOP SUPPLIES<br>Misc Shop Supplies           |                          | 1.00               | 0.00              | 0.00            | 0.00      | 0.00   |
| /FREIGHT<br>Freight, Shipping & Handling       | EA                       | 1.00               | 0.00              | 0.00            | 0.00      | 0.00   |
| NORMAL LEAD TIME FOR DELIVERY 10-12 WEEKS, ARO |                          |                    |                   |                 |           |        |
| 0033011850126<br>NP464-6 85/460/3 50' FLS FV   | EACH                     | 0.00               | 0.00<br>Whse: 001 | 0.00            | 58,761.00 | 0.00   |
| /FREIGHT<br>Freight, Shipping & Handling       | EA                       | 0.00               | 0.00              | 0.00            | 0.00      | 0.00   |

Net Order: 37,706.31

**Sales Tax IS NOT included in quoted price**

**Thank you for the opportunity to quote on your requirements. If you have any questions, please do not hesitate to contact us. NOTE: This quotation expires 30 days from above date unless noted.**



**Mark A Shaw**  
**SE Territory Manager**  
**Xylem Inc**  
**ITT Flygt Products**

766 N Sandy LN  
Elkhorn WI 53121  
Cell 262 227 3763

mark.shaw@xylem-inc.com

March 27, 2020

TO: Whom it may concern:

RE: Xylem Brand Products

Please be advised that Jack Tyler Engineering, Inc. with offices in Little Rock, Ashdown, and Springdale, AR. is the only authorized Distributor and service Center for **Flygt, Multitrode, YSI, and WEDECO** products manufactured by Xylem Inc. for the State of Arkansas. Their staff is properly trained to provide you with the best possible service available.

Thank you for your interest in Xylem Products, Controls and Services.

Please call if we can be of any further assistance.

Sincerely,

Mark A Shaw  
SE Territory Manager  
Xylem Inc.

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

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE  
CITY CLERK TO PURCHASE A PUMP FOR THE  
WASTEWATER DEPARTMENT AND WAIVING THE  
REQUIREMENT OF COMPETITIVE BIDDING.**

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

**Section 1:** That the Mayor and City Clerk be and are hereby authorized to purchase a pump for the McKissic Creek lift station from Jack Tyler Engineering of Arkansas, Inc., as per the Proposal attached hereto as Exhibit A.

**Section 2:** Because the McKissic Creek lift station components were designed and constructed specifically for this make of pump, and because Jack Tyler Engineering of Arkansas, Inc. is the exclusive regional distributor for this type of pump, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



## Agenda Item Form

|                              |                                  |
|------------------------------|----------------------------------|
| Date of City Council Meeting | 9-Feb-21                         |
| Department                   | Water Resource Recovery Facility |
| Submitted by                 | Nancy Busen                      |
| Phone                        | (479) 271-6749                   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                                        |                                               |                                     |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check All That Apply)                                                                                                                                                                                                                                                                                                                                                                                                                           |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                                                                                                                                                                                      |                                       |                                        |                                               |                                     |                                    |
| <p>An ordinance for waiver of bid for up-grades to the Kingsbury lift station. This station is currently equipped with 5HP (city specified) Hydromatic pumps. The station is at capacity, requiring an upgrade to 7.5HP pumps and electrical components. Instrument and Supply (ISI) is the sole distributor for Hydromatic pumps in this region. Letter and quote are attached. The <u>Utility Board voted 5-0 recommending approval of this item.</u></p> |                                       |                                        |                                               |                                     |                                    |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$48,740.64 tax included                                            |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |
| <p>Budgeted \$50,000.00 in account 3030-47390</p>                                |                                                                     |





## Waiver of Bid Request

|                              |                                  |
|------------------------------|----------------------------------|
| Date of City Council Meeting | Tuesday, February 09, 2021       |
| Department                   | Water Resource Recovery Facility |
| Submitted by                 | Nancy Busen                      |
| Phone                        | (479) 271-6749                   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Vendor                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Instrument and Supply, Inc. |
| Total Cost                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$48,740.64 taxes included  |
| <b>Description of Purchase</b> <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year &amp; options if applicable. Enter details in space below):</i>                                                                                                                                                                                                                            |                             |
| <b>Ordinance for a Waiver of Bid to purchase (2) 7.5 HP Hydromatic pumps to upgrade capacity from (2) 5HP Hydromatic pumps at Kingsbury lift station. Total cost is for (2) pumps, electrical upgrades and supervised installation. City staff will install the upgraded electrical components and pumps under the supervision of an ISI representative to satisfy the total upgrade warrantee. <u>The Utility Board voted 5-0 recommending approval of this item.</u></b> |                             |

|                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Justification</b> <i>(Enter justification in space below):</i>                                                                                                            |
| <b>Instrument and Supply is the sole source supplier for Hydromatic pumps in this area. (See letter) Hydromatic pumps are required for this lift station per city specs.</b> |





# ***MEMO***

To: City Council, Mayor Orman

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: February 9, 2021

Re: WOB Ordinance for Kingsbury Lift Station up-grade

A Waiver of Bid to install (2) 7.5HP Hydromatic pumps and related electrical components for increased pumping capacity. Specifications for this lift station call for Hydromatic pumps.

Instrument and Supply is the sole source supplier for Hydromatic pumps in our area. Total cost of this upgrade is \$48,740.64 (Tax Included) and is a 2021 budgeted item.

This item passed 5-0 by the Utility Board on January 26, 2021.



**James A. Miller**  
Engineered Account Manager

**PENTAIR FLOW TECHNOLOGIES**  
Hydromatic  
+1.913.371.5000 main  
+1.504-491-0320 Mobile  
Jim.miller@pentair.com  
3925 North I-10 Service Road  
Suite 109Q  
Metairie, La 70002  
United States  
www.hydromatic.com

January 14, 2021

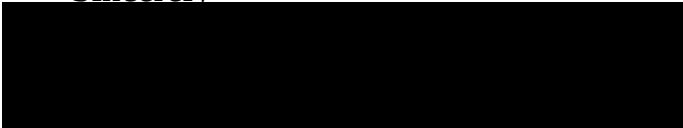
**To Whom It May Concern:**

**Re: Instrument and Supply, Inc.**

**Instrument and Supply Inc.** is the exclusive authorized Hydromatic distributor for all counties in Arkansas. Their contract covers both new units and OEM repair parts for this region. Only companies such as Instrument and Supply Inc. that are under contract with Hydromatic are authorized to sell our products, OEM parts, and services. Please contact Hydromatic should you have any question.

We thank you for your confidence in Hydromatic products and look forward to serving your requirements in the future through Instrument and Supply Inc.

Sincerely



James A. Miller

Regional Sales Manager

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

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE CERTAIN PUMPS AND RELATED COMPONENTS AND SERVICES FOR THE WASTEWATER DEPARTMENT TO UPGRADE CAPACITY AT THE KINGSBURY LIFT STATION AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.**

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

**Section 1:** That the Mayor and City Clerk be and are hereby authorized to purchase certain pumps and related components and services for Wastewater Department to upgrade capacity at the Kingsbury Lift Station, as per the Proposal attached hereto as Exhibit A.

**Section 2:** Because Instrument and Supply, Inc is the exclusive dealer for this type of product in this region, and because these pumps are required and specified for the existing lift station and must do the work to satisfy the upgrade warranty, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



## Agenda Item Form

|                              |                          |
|------------------------------|--------------------------|
| Date of City Council Meeting | 2/9/2021                 |
| Department                   | Public Works Maintenance |
| Submitted by                 | Bart Mahony              |
| Phone                        | 479-271-5945             |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                       |                                        |                                    |                                     |                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|-----------------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                       |                                        |                                    |                                     |                                               |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       |                                        |                                    |                                     |                                               |
| <b>Bid Award to Clark Equipment Co. DBA Bobcat Company through participation in the HGAC Cooperative (Co-op) contract, GR01-20 to purchase one (1) MT100 Mini Track Loader and associated components in the amount of \$35,622.08 (\$32,531.58 for the purchase plus applicable taxes estimated to be \$3,090.50). Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of the GR01-20 contract, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. This is a budgeted item in the 2021 budget.</b> |                                       |                                        |                                    |                                     |                                               |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | \$35,622.08                                                         |
| Is this Item Budgeted?                                                                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
|                                                                                         |                                                                     |





# MEMO

## Public Works – Maintenance Department

---

**TO:** CITY COUNCIL, MAYOR ORMAN  
**FROM:** BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER  
**SUBJECT:** BID AWARD TO CLARK EQUIPMENT CO. DBA BOBCAT COMPANY  
**DATE:** 1/28/2021  
**CC:** MIKE BENDER

---

Bid award to Clark Equipment Co. DBA Bobcat Company through participation in the HGAC Cooperative (Co-op) contract, GR01-20 to purchase (1) MT 100 Mini Track Loader and associated attachments in the amount of \$35,531.58. This item will replace a 2001 Bobcat skid steer. The MT 100 is a 36" wide stand-on skid steer that can maneuver on downtown sidewalks or in other tight areas. This equipment with the associated attachments will aid department employees with but not limited to, landscaping city facilities, preparing graves when other cemetery equipment might damage the turf, routine debris and snow removal from downtown sidewalks, cemetery lanes, facility sidewalks and parking lots. This is a 2021 budgeted item.

Thank you for your consideration of this request.



# Bobcat

## Product Quotation

Quotation Number: JLK-06660

Date: 2021-01-22 09:06:47

| Customer Name/Address:                                            | Bobcat Delivering Dealer                                                                                                           | ORDER TO BE PLACED WITH:<br>Contract Holder/Manufacturer                                                                                                                                               |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF BENTONVILLE<br>117 W CENTRAL AVE<br>BENTONVILLE, AR 72712 | Bobcat of Northwest<br>Arkansas, Rogers, AR<br>2737 W HUDSON RD<br>ROGERS AR 72756<br>Phone: (479) 621-6001<br>Fax: (479) 636-2238 | Clark Equipment Co dba Bobcat<br>Company<br>250 E Beaton Dr, PO Box 6000<br>West Fargo, ND 58078<br>Phone: 701-241-8719<br>Fax: 855-608-0681<br>Contact: Heather Messmer<br>Heather.Messmer@doosan.com |

| Description                         | Part No                | Qty | Price Ea.   | Total       |
|-------------------------------------|------------------------|-----|-------------|-------------|
| <b>MT100 Mini Track Loader</b>      | M0115                  | 1   | \$22,014.92 | \$22,014.92 |
| Bob-Tach Interface (MT100)          | M0115-R02-C01          | 1   | \$0.00      | \$0.00      |
| 44" SAL Utility Bucket              | 7387672                | 1   | \$468.92    | \$468.92    |
| --- Bolt-On Edge                    | 7387885                | 1   | \$78.04     | \$78.04     |
| Pallet Fork Frame                   | 6809716                | 1   | \$305.52    | \$305.52    |
| --- 36" Pallet Fork Teeth           | 6540184                | 1   | \$208.24    | \$208.24    |
| 36" Root Grapple                    | 7134179                | 1   | \$1,515.44  | \$1,515.44  |
| SB150 Snowblower - 36" Width        | M7007                  | 1   | \$3,515.00  | \$3,515.00  |
|                                     | Total for this Machine |     |             | \$28,106.08 |
| Description                         | Part No                | Qty | Price Ea.   | Total       |
| 52" Angle Broom                     | M7043                  | 1   | \$3,040.00  | \$3,040.00  |
| --- 52" Angle Broom with 10.3 motor | M7043-R02-C01          | 1   | \$380.00    | \$380.00    |
|                                     | Total for these items  |     |             | \$3,420.00  |

|                          |             |
|--------------------------|-------------|
| Total of Items Quoted    | \$31,526.08 |
| Freight Charges          | \$995.00    |
| Dealer Assembly Charges  | \$10.50     |
| Quote Total - US dollars | \$32,531.58 |

Notes:

*\*Prices per the Texas State Contract – HGAC GR01-20*

*\*Terms Net 30 Days. Credit cards accepted.*

*\*FOB Origin within the 48 Contiguous States.*

*\*Delivery: 60 to 90 days from ARO.*

*\*State Sales Taxes apply. Must include a Tax Exempt Certificate with order placed.*

*\*TID# 38-0425350*

*\*Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

ORDER ACCEPTED BY:

SIGNATURE

DATED



---

**PRINT NAME AND TITLE**

---

**PURCHASE ORDER #**

**SHIP TO ADDRESS:**\_\_\_\_\_

**BILL TO ADDRESS (if different than Ship To):**\_\_\_\_\_



## Agenda Item Form

|                              |                 |
|------------------------------|-----------------|
| Date of City Council Meeting | 2/9/2021        |
| Department                   | Water Utilities |
| Submitted by                 | Mike Bender     |
| Phone                        | (479) 271-6873  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                  |                                        |                                    |                                     |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check All That Apply)                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                  |                                        |                                    |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                  |                                        |                                    |                                     |                                    |
| <b>Change Order for City Council approval requested by Bentonville Water Utilities staff in the amount of \$113,495.00. The change order is needed to adjust the contract amount with Brothers Construction to cover additional construction cost for rock excavation. This change order will bring the overall construction cost to \$1,680,267.50. Funding to cover the increase will come from Wastewater Reserves. The Utility Board voted 5-0 recommending approval for this item.</b> |                                                  |                                        |                                    |                                     |                                    |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$113,495                                                           |
| Is this Item Budgeted?                                                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |
| The budget adjustment will be funded by Wastewater reserves.                     |                                                                     |



# Memo



To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: February 9, 2021

Re: Nomad Creek Interceptor Change Order and Budget Adjustment (Rock)

---

Change Order and Budget Adjustment- Staff requests Council approval of a change order and associated budget adjustment in the amount of \$113,495.00 to recognize costs associated with rock excavation. Brothers Construction has encountered rock during the installation of the Nomad Creek Sewer Interceptor. Rock was anticipated and a \$150,000 contingency was allocated for rock excavation and unforeseen items associated with the project. The contingency was exhausted due to rock excavation with 4,200 feet remaining of the 9,000 foot project. The estimated cost for additional rock excavation is \$150,000; however, the project length was shortened due to unsuccessful easement acquisition which resulted in a \$36,505 reduction in overall cost of the project. The sewer project will now stop on the west side of Morningstar Road instead of the east. The \$113,495.00 will be combined with the \$36,505.00 savings to provide \$150,000 in additional funds to be used on anticipated rock excavation. The change order will bring the overall construction cost to \$1,680,267.50. Wastewater Reserves will be utilized to cover the additional funds.

The Nomad Creek interceptor contract was awarded to Brothers Construction in July 2020 for the construction of 9,000 feet of 24", 12" and 8" sewer from Mill Dam Road to Morningstar Road. The project will be complete this spring.

Thank you for your consideration of this request.





## Agenda Item Form

|                              |                 |
|------------------------------|-----------------|
| Date of City Council Meeting | 2/9/2021        |
| Department                   | Water Utilities |
| Submitted by                 | Mike Bender     |
| Phone                        | (479) 271-6873  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |                                        |                                    |                                     |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                                                                                                                                                                         |                                       |                                        |                                    |                                     |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                                                                                                                    |                                       |                                        |                                    |                                     |                                    |
| <b>Budget Adjustment requested by Bentonville Water Utilities staff for City Council approval in the amount of \$113,495.00 associated with Change Order No. 1 for Brothers Construction to cover additional costs associated with rock removal along the Nomad Creek Sewer Interceptor project. Wastewater reserves will be used to cover the additional costs. Utility Board voted 5-0 recommending approval of this item.</b> |                                       |                                        |                                    |                                     |                                    |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | \$113,495                                                           |
| Is this Item Budgeted?                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
| <b>The budget adjustment will be funded by Wastewater reserves.</b>                     |                                                                     |





## Budget Adjustment Request

|                              |                             |
|------------------------------|-----------------------------|
| Date of City Council Meeting | 2/9/2021                    |
| Department                   | Bentonville Water Utilities |
| Submitted by                 | Mike Bender                 |
| Phone                        | (479) 271-6873              |

**Purpose of Budget Adjustment** (Enter purpose in space below):

**Bentonville Water Utilities staff requests Council approval of a budget adjustment in the amount of \$113,495.00 for additional construction cost associated with the Nomad Creek Interceptor project due to rock excavation. Wastewater Reserves will be used to fund the additional costs.**

| General Ledger Account Information* |          |                            |                 |                 |
|-------------------------------------|----------|----------------------------|-----------------|-----------------|
| Org (Department)                    | Object   | Account Description        | Revenue + ( - ) | Expense + ( - ) |
| Sewer Rehab 503040                  | 47341.00 | Sewer Line Improvements    |                 | \$113,495       |
|                                     |          |                            |                 |                 |
|                                     |          |                            |                 |                 |
|                                     |          |                            |                 |                 |
|                                     |          |                            |                 |                 |
|                                     |          |                            |                 |                 |
|                                     |          | Totals                     | \$ -            | \$ 113,495.00   |
|                                     |          | Net Impact on Fund Balance | \$ (113,495.00) |                 |

\*Final Account Number will be determined by Accounting Department after approval and purchase



117 West Central Avenue, Bentonville, AR 72712

[www.bentonvillear.com](http://www.bentonvillear.com)

PLEASE RECYCLE





## Agenda Item Form

|                              |                 |
|------------------------------|-----------------|
| Date of City Council Meeting | Feb. 9th 2021   |
| Department                   | Water Utilities |
| Submitted by                 | Preston Newbill |
| Phone                        | (479) 271-3140  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                                        |                                               |                                     |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check All That Apply)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                       |                                        |                                               |                                     |                                    |
| <p><b>Ordinance recommended by Staff for City Council approval to waive the competitive bidding requirements for the purchase of a CUES K-2 mobile CCTV unit from Henard Utilities. This mobile CCTV unit is a 2021 budgeted item. The purchase of this unit will allow our department the ability to video inspect sanitary sewer mains that are off site and in locations that our current CCTV truck can not access. The K-2 station is compact and light weight enough to fit in the bed our side by side ATV but has the full functionality of our current CCTV truck. Budgeted amount was \$90,000. Utility Board Approval 5-0 on January 26, 2021.</b></p> |                                       |                                        |                                               |                                     |                                    |

|                                                                                  |                                                                     |           |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------|
| Estimated Cost                                                                   | \$                                                                  | 89,981.63 |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |           |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |           |
|                                                                                  |                                                                     |           |





## Waiver of Bid Request

|                              |                 |
|------------------------------|-----------------|
| Date of City Council Meeting | Feb. 9th 2021   |
| Department                   | Water Utilities |
| Submitted by                 | Preston Newbill |
| Phone                        | (479) 271-3140  |

|            |                         |
|------------|-------------------------|
| Vendor     | Henard Utility Products |
| Total Cost | \$ 89,981.63            |

**Description of Purchase** *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Water Utilities would like to purchase a CUES mobile CCTV unit for our wastewater collection team to assist our department with having an opportunity to video inspect sanitary sewer mains that are off site or in locations that our current CCTV truck cannot access. This K-2 base station is a light weight compact unit that will house a CPU, monitors, cabling and operating system that will fit on the bed of our side by side ATV. Given the unit's size and functionality it will allow our team to access and video inspect sanitary sewer main lines we simply can not reach today. The unit will run the exact same computer software that our current CCTV truck uses and will operate the exact same camera and transporter we currently run. The purchase of this unit will be a significant tool for our department allowing us the ability to video inspect sanitary sewer mains that are unreachable with our current vehicle.

**Justification** *(Enter justification in space below):*

We ask for the waiver of bid due to Henard Utility being the sole source for this equipment and software purchase in Arkansas, it is impracticable to solicit bids. Our current CUES CCTV inspection truck runs proprietary GRANITE NET inspection software that this mobile station will also operate. In addition, this unit with it's CCTV cabling will allow us the ability to use our current CCTV cameras and transporters. This unit is a light weight, mobile extension of our current CCTV equipment. Henard Utilities is Arkansas' vendor for CUES products and a company Water Utilities has used in the past.



# Memo



Date: 1/22/2021  
To: City Council, Mayor Orman  
From: Preston Newbill  
RE: CUES K-2 CCTV mobile base station

---

Staff requests Council to waive competitive bidding in order to purchase a CUES K-2 mobile CCTV base station from Henard Utility. Henard Utility is the sole source for CUES equipment in the state of Arkansas. Our goal is to purchase this mobile CCTV unit to video inspect off-site sanitary sewer mains in our system. The K-2 base station is a compact, lightweight, enclosed video inspection unit that will fit in the bed of our current side by side ATV. The K-2 station will provide our Water Utilities personnel the ability to video inspect off-site sanitary sewer mains that our current CCTV truck cannot access. The K-2 base station is a fully enclosed unit housing, a CPU, monitors, printer, cabling, generator, software and all supporting necessities to be a fully functional CCTV inspection unit that will fit in the bed of an off-road vehicle. The City of Bentonville has thousands of feet of sanitary sewer lines that follow creeks, are in hollows or are extremely difficult or impossible for our current CCTV truck to access. This unit with our side by side will give us the opportunity for video inspection of these off-site lines.

Our current CCTV truck, software, cameras and transporters are all CUES products that were purchased from Henard Utility. The mobile K-2 unit will run the same proprietary video inspection software as our truck and will use the existing video inspection cameras and transporters we currently own. This unit is an approved 2021 capital purchase budgeted item. Quoted price is \$89,981.63, approved budget for the unit, \$90,000.

Being Henard Utility is the sole source for CUES equipment in Arkansas, staff recommends waiving the requirement for competitive bidding.

Thank you for your consideration of this request.

# QUOTATION

**FROM**  
**HENARD UTILITY PRODUCTS, INC.**  
**P.O. Box 9238**  
**SEARCY, ARKANSAS 72145**  
**PHONE (501)268-1987 FAX(501)268-7437**  
[www.henardutility.com](http://www.henardutility.com)

**TO**  
Bentonville Water Utilities  
ATTN: Tony Muff

**WE ARE PLEASED TO QUOTE AS FOLLOWS:**

**INQUIRY NO.** \_\_\_\_\_

**DATE** January 22, 2021

**TERMS** NET 30

**DELIVERY** 8-10 wks ARO

**PRICES ARE QUOTED F.O.B.**

Bentonville, AR.

| QTY. | DESCRIPTION                                                                                                                             | PRICE EA.   | AMOUNT |
|------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------|--------|
| 1    | CUES Base Station .450 Cable & Fork Lift Portable Video Inspection System & Reel Enclosure with all the items listed in the spec sheet. | \$82,175.00 |        |
|      | 9.5% SALES TAX:                                                                                                                         | \$ 7,806.63 |        |
|      | TOTAL COST:                                                                                                                             | \$89,981.63 |        |

**QUOTED BY:** Jerry Todd

[jerrytodd@henardutility.com](mailto:jerrytodd@henardutility.com)

## **Component List:**

### **1 BASE STATION .450 CABLE & FORK LIFT PORTABLE VIDEO INSPECTION SYSTEM REEL & ENCLOSURE**

- 1 Operates Entire Product Line of Wheeled and Trac Transporters for 6" to 200" Pipe
- 1 Operates Entire product Line of Pan and Tilt Zoom Cameras Made By The Manufacturer
- 1 Pull - Out Tray for Keyboard
- 1 Electronic Components Storage Drawer
- 1 Wireless Control of All Camera, Transporter, and Reel Functions
- 1 Rack Mounted Controllers, TV Monitor, and Power Control to Maximize Ergonomic Operation
- 1 Rack "Shock Isolators" to Prevent Equipment Damage from Jarring and Vibrations
- 1 Sealed Front Door Functions as an Awning When In the Open Position
- 1 Easy Access to Service and Maintain the Unit Via Removable Panels
- 1 Constructed of Protective Aluminum Sheets and Industrial Grade Weather Resistant Paint
- 1 Water-Tight Enclosure to protect All Components
- 1 Reel Assembly with Auto Payout and Automatic Levelwind
- 1 Forklift Skids

### **4 HEAVY DUTY LIFTING EYELETS**

### **1 NO CAMERA**

### **1 NO TRANSPORTER**

### **1 1000' CABLE ASSEMBLY, M/C 12PIN METAL**

- 1 1000' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
- 1 .450 Diameter
- 1 Metal Splice Chamber with Pigtail
- 1 Cable Strain Relief

### **2 19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS**

### **1 PCU ASSEMBLY [RACK MOUNT]**

### **1 CCU ASSEMBLY [RACK MOUNT]**

- 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
- 1 Remote "QWERTY" Keyboard
- 1 On Screen Footage Display

### **1 TEST CABLE**

### **1 SHORTING PLUG**

### **1 8.7" MINI KEYBOARD**

## **1 WIRED & WIRELESS USB CONTROLLER**

- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
  - 1 360 Degree Rotate
  - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
  - 1 Camera Iris and Focus Override & Zoom
  - 1 Camera Lights & Shutter Control for Light Enhancement
  - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed

## **1 [RACK MOUNT] COMPUTER W/GraniteNet BASIC TO INCLUDE (MINIMUM):\* \*\***

- 1 Motherboard with Intel 8th Gen. LGA 1151 Socket; Intel Z370 Chipset
- 1 Intel Core i7-8700 Processor at 3.2 GHz
- 1 Intel UHD Graphics 630 with HDMI / Display Port
- 1 Graphics Card 2GB with VGA/DVI/HDMI
- 1 8 GB DDR4 RAM, 2400 MHz
- 1 Intel Gigabit Network adapter
- 1 Wireless AC 9462 802.11 a/b/g/n/ac
- 1 Bluetooth 3.0, 4.0, 5.0
- 4 USB 3.1 Gen 1 ports (2 rear, 2 front)
- 2 USB 3.1 Gen 2 ports (1 type A, 1 type C)
- 2 USB 2.0 Ports
- 1 250 Gigabyte M.2 Solid State Drive
- 1 1 Terabyte SATA Hard Drive, 7200 RPM
- 1 DVD +/- RW Optical Drive
- 1 USB Video Capture Device for MPEG 1 / 2 / 4 / WMV
- 2 RS232 Serial Com Ports
- 1 500 Watt 1U ATX Power Supply
- 1 Industrial Hardened Case Slim 2U Design for 19" Rack
- 1 Windows 10 Professional 64-bit Operating System
- 1 GraniteNet Basic Software

\*Spec for computers can change without notice

\*\*International Configuration may vary to comply with the U.S. Department of Commerce, Bureau of Industry & Security regulations on export of technology

## **1 USB (WIRED) BLACK COMPUTER KEYBOARD AND MOUSE**

### **1 HP OFFICEJET COLOR PRINTER**

### **1 HONDA EU3000i Gas Powered Invertor**

### **1 GraniteNet BASIC SUPPORT PLAN**

### **1 TIGER TAIL**

### **1 MANHOLE TOP ROLLER ASSEMBLY, TV ONLY**

### **4 RETRIEVAL/DOWNHOLE POLE ASSEMBLY**

### **1 RETRIEVAL HOOK**

### **3 DAYS TRAINING, ON-SITE**

### **1 SHIPPING AND HANDLING**



## Agenda Item Form

|                              |                                 |
|------------------------------|---------------------------------|
| Date of City Council Meeting | 2/9/2021                        |
| Department                   | Utility/Administration/Planning |
| Submitted by                 | Travis Matlock                  |
| Phone                        | (479) 271-5941                  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |                                        |                                    |                                                |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |                                        |                                    |                                                |                                    |
| <b>Approve Resolution Authorizing the Mayor and Clerk to enter into Agreement with the Centerton Waterworks and Sewer Commission. This franchise agreement will allow certain subdivisions within Bentonville's city limits, but within Centerton's water service area, to receive service from Centerton without requiring additional easements on the properties. Additionally, this agreement sets forth the requirements for those utilities occupying Bentonville easements and further provides for a franchise fee to the City of Bentonville to compensate for the use of the easements. This agreement was presented to the Bentonville Utility Board and unanimously approved at its last meeting.</b> |                                       |                                        |                                    |                                                |                                    |

|                                                                                         |                                                          |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------|
| Estimated Cost                                                                          | \$0                                                      |
| Is this Item Budgeted?                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                          |
|                                                                                         |                                                          |



**TERM**

This franchise agreement ("Agreement") shall take effect and continues and remains in force perpetually as provided in section 44 of Acts of 1935, No. 324, Acts of the State of Arkansas (A.C.A. § 14-200-103), as the same may be amended from time to time, and upon the written acceptance by the Centerton Water Commission of the terms and conditions of this Agreement.

**FRANCHISE GRANTED**

The City of Bentonville (the "City") hereby grants to Centerton Waterworks and Sewer Commission (the "Commission"), its successors and assigns, the right to service and maintain any and all fixtures necessary for its servicing of any water customers who are within the water service territory served by the Commission and who are directly served by Commission water service infrastructure which is located within an easement or right of way owned by the City.

This Agreement shall be effective as to all land in the Centerton Water Commission water territory located inside the City except as otherwise provided herein. This Agreement shall not apply to transmission lines that are not providing services.

The City assumes no responsibility for securing any franchises, rights-of-way, permits or easements which the City does not already own. The City shall in no way be responsible for the construction, operation, maintenance, performance, or any other activity of the Commission or its system.

The Commission agrees to take any necessary precautions, by the installation of protective equipment or otherwise, to protect all persons and property against injury or damage that may result from its installations or operations.

The City may remove or damage portions of the water system in case of fire, disaster or other emergencies, as reasonably determined by the City. In such event neither the City nor any agent, contractor, or employee thereof shall be liable to Centerton Water Commission or its customers or third parties for any damages caused to them or the water system such as for, or in connection with, protecting, breaking through, moving, removal, altering, tearing down, or relocating any part of the water system. Where feasible, prior notice shall be given to the Commission. In any event notice of such action shall be given to the Commission after such removal or damage.

All field employees and service personnel of the Commission or its contractors or subcontractors shall wear on their clothing a clearly visible identification card bearing their name and photograph. The Commission or its contractors/subcontractors shall account for all identification cards at all times. All service vehicles of the contractors/subcontractors shall be identified as such and vehicles of its contractors shall be identified as working for the Commission. The Commission shall comply with all applicable ordinances governing the identification of service vehicles and employees performing work in the public ways.

**CONSTRUCTION OF SYSTEM**

Under the terms of this Agreement, the Commission shall have the right and privilege to construct, operate, and maintain its system in, upon, along, across, over, and under the public ways now laid or dedicated and all extensions thereof, and all additions thereto within the municipal limits of the City.

The Commission shall at all times maintain and display the proper warning devices and allow sufficient space along the public way for the passage of vehicles around areas of construction, and shall as soon as practicable, restore the public ways to as good condition as before the construction was commenced.

The Commission shall have the authority to divert or detour traffic from the area of construction on proper notice to the police department of the City when diversion or detour is necessary for the safety and well-being of the inhabitants of the City.

No construction or other activity on or related to the system, including any activity within a public right of way, shall be commenced by the Commission until all required permits and approvals have been obtained from the City and other applicable authorities.

#### **AUTHORITY TO USE STREETS, SIDEWALKS, ETC.**

The Commission herein is expressly given the permit to use the streets, avenues, roads, highways, alleys, sidewalks, and other public places, as now laid out, or hereafter to be established, for the purposes of laying water mains and other necessary apparatus for the purpose of distributing water from subdivisions as agreed upon by the parties in writing and to operate and maintain the system and the necessary apparatus for the distribution of water within said subdivision and such other subdivisions as agreed upon by the parties in writing.

#### **EFFECTIVE DATE**

February \_\_\_\_\_, 2021

#### **INDEMNIFICATION AND INSURANCE**

The City shall not at any time be required to pay from its own funds for injury or damage occurring to any person or property from any case whatsoever arising out of the construction, reconstruction, maintenance, repair, use, operation, or dismantling of the Commission's system or the Commission's provision of water service.

To the extent permitted by law, and except for matters arising out of the City's negligence, or the negligence of the City's agents and employees, the Commission shall, at its sole cost and expense, indemnify, hold harmless, and defend the City, its officers, boards, commissions, agents, and employees against any and all claims, cause of action proceedings, and judgments for damages or equitable relief arising out of the construction, repair, maintenance, or operation of the system.

#### **Insurance liability and policy coverage**

*Classification; limits of coverage.*

During the term of this license Agreement, without waiving any immunity granted to it by Arkansas Law, the Arkansas Constitution and/or common law the Commission shall require any contractor, subcontractor or any other agent carry and maintain in full force and effect and at its sole cost and expense, the following types and limits of insurance:

- (a) *Worker's compensation.* Worker's compensation insurance meeting state statutory requirements and employer's liability insurance with minimum limits of \$2,000,000.00 for each accident, and any applicable federal insurance (such as Jones Act) of a similar nature.
- (b) *Commercial general liability.* Commercial general liability insurance with minimum limits of \$10,000,000.00 as the combined single limit for each occurrence of bodily injury, personal injury, and property damage. The policy shall include coverage for:
  - 1. Products and completed operations liability;
  - 2. Independent contractor's liability; and
  - 3. Coverage for property damage from perils of explosion, collapse, or damage to underground utilities, commonly known as XCU coverage.
- (c) *Automobile liability.* Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by the Commission, its employees and agents to comply with the provisions of state law with minimum limits of \$2,000,000.00 as the combined single limit for each occurrence for bodily injury and property damage.
- (d) *Builders all-risk insurance.* At the start of and during the period of any construction or reconstruction, builders all-risk insurance, providing coverage on all buildings and structures, which will be installed, constructed, or reconstructed as part of the water system together with any materials, machinery, and supplies of any nature whatsoever which are to be used in or incidental to the construction or reconstruction of the water system. Upon completion of the construction or reconstruction of the water system, the Commission shall substitute the foregoing insurance policies of fire, extended coverage, and vandalism and malicious mischief insurance on the entire water system. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- (e) *Miscellaneous insurance policies.* All insurance policies other than those for worker's compensation and environmental contamination shall be written on an occurrence and not on a claims made basis.

*Underlying and umbrella policy coverage made available.* The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated.

*Waiver of Subrogation.* All policies of insurance shall contain a waiver of subrogation clause consistent, however, with the previously mentioned terms.

- (f) *Named insureds.* All policies, except for business interruption and worker's compensation policies, shall name the City, a municipal corporation of the state, and all associated, affiliated, allied, and subsidiary entities of the City, now existing or hereafter created, and their respective interests may appear, as additional insureds (the City and such other persons and entities being collectively referred to herein as the "additional insureds") and shall include cross liability coverage.
- (g) *Evidence of insurance.* A certificate of insurance evidencing the preceding coverages set forth above should be attached as exhibits and be filed with the city clerk's office.
- (h) *Cancellation of policies of insurance.* All insurance policies maintained pursuant to this article shall contain the following endorsement:
  - "At least 60 days' prior written notice shall be given to the City by the insurer of any intention not to renew such policy or to cancel same, such notice to be given

by registered mail to the parties named in Section 2 (section 90-20 of the Bentonville Municipal Code of the license agreement.”

- (i) *Insurance Companies.* All insurance shall be effected under valid and enforceable policies insured by insurers licensed to do business by the state or surplus line carriers on the state insurance commission’s approved list of companies qualified to do business in the state. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company throughout the term.
- (j) *Deductibles.* All insurance policies may be written with appropriate deductibles or retainages. However, the Commission agrees that the sums due any indemnitee, additional insured or other person or entity under the Commission’s insurance policies shall not be reduced by any deductible or retainage, and if so reduced, the Commission will pay the person in question the amount of any reduction. The Commission agrees to indemnify and save harmless the indemnitees and additional insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this article.
- (k) *Contractors.* The Commission shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, worker’s compensation, commercial general liability, environmental contamination liability, and automobile liability insurance which complies with all terms of this section.

#### **COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES**

The Commission shall at all times during the life of this Agreement be subject to all lawful exercise of the police power by the City and to such reasonable regulations as the City shall hereafter, by valid resolution or ordinance, provide. The Commission shall at all times during the life of this Agreement be subject to the City’s electric utility department specifications regarding the placement of water and sewer lines as it relates to the location of electric lines. The Commission shall be subject to and comply with all applicable and lawfully adopted state and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future. In constructing, maintaining and operating the water system, the Commission shall act in a good and work-like manner, observing high standards of engineering and workmanship and using materials of good and durable quality. The Commission shall comply in all respects with applicable codes and industry standards.

#### **AUTHORITY TO PROMULGATE RULES OF CONDUCT AND SERVICE**

The Commission shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Commission to exercise its right and perform its obligations under this Agreement, and to ensure an uninterrupted service to each and all of its customers; provided, however, that such rules, regulations, terms, and conditions shall not be in conflict with the provisions hereof or the laws of the state of Arkansas or the United States.

#### **PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED**

The Commission shall not deny services, access or otherwise discriminate on the availability or rates, terms, or conditions of water services provided to actual or potential customers on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, or marital status. The Commission shall comply will all applicable federal, state, and local laws and regulations relating

to nondiscrimination. However, nothing in this Agreement shall be deemed to prohibit the establishment of graduated scale of charges and classified rate schedules to which any customer coming within such classifications would be entitled.

## **RECORDS AND NOTICE**

The City shall have access at all reasonable hours to the Commission's system map and technical information and records on customer service compliance, subject to federal and state privacy limitations. The following records and reports shall be provided to the City upon request and kept in the local Commission office:

- (1) *Company rules and regulations.* Copies of such rules, regulations, terms, and conditions adopted by the Commission for the conduct of its business.
- (2) *Gross Revenue.* A monthly report showing gross revenue received by the Commission from directly servicing the customers of that portion of the water system located in any easement or right of way owned by the City during the preceding calendar month, which report shall be duly sworn to, and shall be the basis for calculating the franchise tax charge.
- (3) *Rate increase.* Should the grantee decide to increase the rates for the services it provides, it shall deliver written notice of the proposed rate increase to be filed with the city clerk 30 days before the proposed effective date of the rate increase.

## **FRANCHISE FEE**

In consideration of the terms of this Agreement, the Commission agrees to pay the City a sum of money equal to four (4) percent of the Commission's gross customer revenues per year which are derived from any customer directly served by any infrastructure located in the easement or right of way owned by the City. The preceding percentage may be decreased or increased by action of the Bentonville City Council. Any increase shall not exceed the maximum amount permitted by law. Although the Commission is not required to give customers advanced notice of increases in franchise fees, the City acknowledges that the Commission may wish to do so. Therefore, the City will provide the Commission reasonable advance notice of such increase as to allow the Commission reasonable opportunity to notify its customers. The term "gross revenues," as used herein, shall include all amounts collected from Commission water customers who are directly served by any water infrastructure located within an easement or right of way owned by the City. The Commission shall pay the franchise fee to the City in advance on or before January 31 and July 31 of each year, beginning January 31, 2021. Said fee shall be calculated based on revenue from the preceding six-month period, ending December 31 and June 30, respectively.

## **DEFAULT OF SERVICE**

The City shall notify the Commission in writing of any action or omission that, in the City's reasonable belief, constitutes the breach of a material provision of this Agreement. The notice shall contain a description of the alleged action or omission, the specific provision of this Agreement said action or omission violates, and the specific corrective action the Commission must take to cure the alleged default. In the event that the City alleges that the default constitutes an imminent danger to the health or safety of the public, the Commission shall either deny the default in writing or notify the City of the steps it is taking or has taken to correct the default; within seven (7) days of the Commission's receipt of the notice, the City can correct the defect or hire outside personnel to correct the defect. The Commission shall immediately pay the City the actual cost incurred to correct said defect.

For defaults that do not constitute imminent danger to the health or safety of the public, and the Commission does not correct defects or defaults within thirty (30) days of receiving notice of the alleged default from the City, the City can, at its option, assess liquidated damages against the Commission in the amount of \$50.00 per day until the alleged default is cured. The Commission shall be excused from defaults that are the result of actions that are outside its control, including act of God, strikes, inclement weather, civil disturbances, terrorist acts, power outages, and the like.

#### **DELIVERY OF NOTICE**

Whenever notice is to be given either party, such notices shall be in writing and given by letter mailed, or by personal delivery to the Commission at its office at 500 Keller Road, Centerton, AR 72719 and to the City at 117 W. Central Ave, Bentonville, AR 72712.

#### **AUTHORITY GRANTED FOR OPERATION OF WATER SYSTEM**

The Commission, its successors and assigns shall continue to operate its water system and all business incidental to or connected with the conducting of a water distribution system in the City. The construction and appurtenances used in or incident to the giving of water service and to the maintenance of the water system by the Commission in the City in the exercise of its inherent powers and by the Commission in the conduct of its business, and said Commission shall continue to exercise its rights to place, remove, construct, reconstruct, extend, and maintain its said system and appurtenances as the business and purpose for which it is or may be incorporated may from time to time require, along, across, on, over, through, above, and under all the public streets, avenues, alleys, and the public grounds, and places within the limits of the City as the same from time to time may be established.

#### **FRANCHISE FEE SHALL BE IN LIEU OF OTHER CHARGES**

The annual payment shall be in lieu of all other licenses, charges, fees, or impositions (other than the usual general or special ad valorem taxes) which may be imposed by the City under authority conferred by law. The Commission shall have the privilege of crediting such sums with any unpaid balance due said Commission for water services rendered or facilities furnished to the City.

#### **REPAIRS**

That all work done under the provisions of this Agreement in the City shall be subject to the supervision of the City Engineer or some other representative appointed by the Mayor or said Council and the Commission shall replace and properly restore any property which may be displaced or damaged by it in the construction and maintenance of its system in the City.

#### **MAINTENANCE**

The Commission shall maintain all lines and other apparatus erected or constructed under the provisions of this Agreement, in good and safe order and condition; and shall at all times fully indemnify, protect, and save harmless the City from and against all loss and necessary expenditures arising from the erection, construction, and maintenance of its system in the City, or from its neglect or failure to maintain the said apparatus in good and safe order and condition.

#### **EXCLUSIVE FRANCHISE**

This Agreement grants to the Centerton Water Commission the exclusive right to provide water service to any water customers who are within the water service territory served by the Commission and who are directly served by Commission water service infrastructure which is located within an easement or right of way owned by the City.

**MODIFICATION**

This Agreement may be amended or modified only by a written instrument executed by both parties.

**ASSIGNMENT**

The Commission may not assign or transfer this Agreement or any interest therein without the prior consent of the City except to any affiliate of the Commission.

The City of Bentonville (the “City”):

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Centerton Waterworks and Sewer Commission (the “Commission”):

By: \_\_\_\_\_

Attest: \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO ENTER INTO AN AGREEMENT WITH  
CENTERTON WATERWORKS AND SEWER  
COMMISSION.**

**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 the Centerton Waterworks and Sewer Commission related to franchise water service within certain subdivisions, 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 \_\_\_\_\_, 2021.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



## Agenda Item Form

|                              |                    |
|------------------------------|--------------------|
| Date of City Council Meeting | 2/9/2021           |
| Department                   | Electric           |
| Submitted by                 | Travis Matlock, PE |
| Phone                        | 479-271-5941       |

|                                                                                                                                                                                               |                                       |                                        |                                    |                                                |                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                      |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                    | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                 |                                       |                                        |                                    |                                                |                                    |
| <b>Resolution to enter into an agreement with Carroll Electric Co-op to purchase CECC infrastructure and accounts on Morningstar Rd. for \$317,917.42. Approved by the Utility Board 5-0.</b> |                                       |                                        |                                    |                                                |                                    |

|                                                                                                                                                               |                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                                                                                                | \$317,917.42                                                        |
| Is this Item Budgeted?                                                                                                                                        | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b>                                                                       |                                                                     |
| <b>There is currently \$50,000 in the account to purchase CECC accounts. The remaining \$267,917.42 will be budget adjusted from another capital account.</b> |                                                                     |



---

# MEMORANDUM

---

**DATE:** February 9, 2021

**TO:** City Council, Mayor Orman

**FROM:** Travis Matlock, Electric Utility Director

**RE: CECC Infrastructure Purchase & Budget Adjustment**

BEUD recommends entering into an agreement with Carroll Electric Co-op (CECC) to purchase certain infrastructure and accounts along Morningstar Rd. in the amount of \$317,917.42.

As development continues in the SW portion of town, there is going to be CECC infrastructure that will need to be purchased as BEUD extends overhead electric into these areas. This is the second section to purchase. BEUD has routinely budgeted \$50,000 for any possible CECC accounts that could be purchased in any given year (this continued in 2021). This \$50,000 along with the \$267,917.42 budget adjustment will cover the total cost of this purchase.

This section will provide both the feed for the Aurora Subdivision (currently under construction) and allow for future electric extensions south.

Both the purchase and the budget adjustment were approved at the Utility Board 5-0.



**Carroll Electric  
Cooperative Corporation**

800-432-9720  
[www.carrollecc.com](http://www.carrollecc.com)

*Your Local Energy Partner*

December 1, 2020

The Honorable Stephanie Orman  
Mayor, City of Bentonville  
117 W. Central Avenue  
Bentonville, AR 72712

RE: Sale of Facilities

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving 12 consumers in Southwest Bentonville, per the letter dated October 1, 2020, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as Morningstar Road. Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

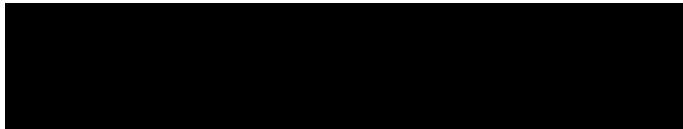
|                                                                                                                                          |                      |
|------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis | \$ 121,311.92        |
| Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold                            | 117,462.82           |
| Stranded costs                                                                                                                           | 1,224.06             |
| Administrative, engineering and accounting expenses associated with establishing valuation                                               | 4,974.38             |
| Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period.                    | 59,757.26            |
| Demand cost                                                                                                                              | 13,186.98            |
| Total                                                                                                                                    | <u>\$ 317,917.42</u> |

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts with the exception of transformers and meters.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,



Rob Boaz  
President, CEO

RB/tg  
Enclosure

cc: Mike Dodge, Bentonville District  
Derek Thurman, Bentonville District  
Travis Matlock, City of Bentonville

707 SE Walton Blvd.  
PO Box 329  
Bentonville, AR 72712

**Fax:** (479) 273-1231

### Statement

**Date:** December 1, 2020

**Bill To:** City of Bentonville  
117 W. Central Ave  
Bentonville, AR 72712

| Date      | Type          | Description      | Amount     | Payment | Balance       |
|-----------|---------------|------------------|------------|---------|---------------|
| 12/1/2020 | Facility Sale | Morningstar Road | 317,917.42 |         | 317,917.42    |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            |         |               |
|           |               |                  |            | Total   | \$ 317,917.42 |

| REMITTANCE       |                     |
|------------------|---------------------|
| Customer Name:   | City of Bentonville |
| Customer ID:     |                     |
| Statement #:     | 120120              |
| Date:            |                     |
| Amount Due:      | 317,917.42          |
| Amount Enclosed: |                     |

**Carroll Electric Cooperative Corp.**

2020 Facilities Sold to City of Bentonville - Morningstar  
RET 029232

SUMMARY:

|                          |    |             |
|--------------------------|----|-------------|
| Depreciated Value        | \$ | 121,311.92  |
| Reintegration Value      | \$ | 117,462.82  |
| Stranded Costs           | \$ | 1,224.06    |
| Engineering & Accounting | \$ | 4,974.38    |
| 12 months revenue X 355% | \$ | \$59,757.26 |
| Demand Cost              | \$ | 13,186.98   |

|                   |           |                   |
|-------------------|-----------|-------------------|
| <b>TOTAL COST</b> | <b>\$</b> | <b>317,917.42</b> |
|-------------------|-----------|-------------------|

|                      |                 |                   |
|----------------------|-----------------|-------------------|
| <u>Acct Location</u> | <u>Meter No</u> | <u>Member Sep</u> |
| 316014040            | 123051441       | 69524001          |
| 316014048            | 46741428        | 69524002          |
| 316014141            | 123051443       | 9421991001        |
| 316014147            | 46741456        | 6028057001        |
| 316014240            | 46741457        | 42029003          |
| 316014250            | 123051440       | 6008068001        |
| 316014343            | 46741379        | 42029004          |
| 316014341            | 46741381        | 42029001          |
| 316014342            | 46741380        | 42029002          |
| 316023040            | 46741382        | 71961001          |
| 316023150            | 46741355        | 6006820001        |
| 316023240            | 86948078        | 9471674002        |

| Project: Morningstar<br>Depreciated Value |                 |                   |               |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
|-------------------------------------------|-----------------|-------------------|---------------|-----------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|                                           | Unit Cost<br>\$ | Total<br>Quantity | Total<br>Cost | 1<br>2005 | 2<br>2005   | 3<br>2013   | 4<br>2013   | 5<br>2013   | 6<br>2013   | 7<br>2005   | 8<br>2013   | 9<br>2005   | 10<br>2005  | 11<br>2005  | 12<br>2005  | 13<br>2005  | 14<br>2005  | 15<br>2000  | 16<br>2015  | 17<br>2015  | 18<br>2014  | 19<br>2014  |
| <b>Poles</b>                              |                 |                   |               | \$ -      | \$ 1,271.33 | \$ 1,271.33 | \$ 1,271.33 | \$ 1,271.33 | \$ 1,105.02 | \$ 1,271.33 | \$ 971.85   | \$ 1,271.33 | \$ 1,271.33 | \$ 1,271.33 | \$ 1,271.33 | \$ 1,271.33 | \$ 1,271.33 | \$ 1,271.33 | \$ 1,453.42 | \$ 1,914.08 | \$ 1,914.08 | \$ 1,453.42 |
| POLE 30-5                                 | \$ 971.85       | 13                | \$ 12,634.05  |           |             |             |             |             |             |             | 1           |             |             |             |             |             |             |             |             |             |             |             |
| POLE 35-4                                 | \$ 1,105.02     | 25                | \$ 27,625.50  |           |             |             |             |             | 1           |             |             |             |             |             |             |             |             |             |             |             |             |             |
| POLE 40-4                                 | \$ 1,271.33     | 28                | \$ 35,597.24  |           |             | 1           | 1           | 1           |             | 1           |             | 1           | 1           | 1           | 1           | 1           | 1           | 1           |             |             |             |             |
| POLE 45-3                                 | \$ 1,453.42     | 3                 | \$ 4,360.26   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             | 1           |             |             | 1           |
| POLE 50-1                                 | \$ 1,914.08     | 4                 | \$ 7,656.32   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             | 1           | 1           |             |
|                                           |                 |                   |               |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| <b>Conductor</b>                          |                 |                   |               | \$ -      | \$ 876.72   | \$ 137.28   | \$ 202.80   | \$ 711.36   | \$ 833.04   | \$ 611.52   | \$ -        | \$ 474.24   | \$ 633.36   | \$ 1,173.12 | \$ 823.68   | \$ 817.44   | \$ 758.16   | \$ 751.92   | \$ 854.88   | \$ 767.52   | \$ 421.20   | \$ 430.56   |
| #4 ACSR                                   | \$ 0.78         | 52548             | \$ 40,987.44  |           | 1124        | 176         | 260         | 912         | 1068        | 784         |             | 608         | 812         | 1504        | 1056        | 1048        | 972         | 964         | 1096        | 984         | 540         | 552         |
| #2 TRIPLEX                                | \$ 1.54         | 44                | \$ 67.76      |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| #1/0 ACSR                                 | \$ 1.12         | 60                | \$ 67.20      |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| #1/0 TRIPLEX                              | \$ 2.06         | 863               | \$ 1,777.78   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| #1/0 URD Triplex                          | \$ 4.60         | 170               | \$ 782.00     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| #1/0 25kV 260mill                         | \$ 4.67         | 264               | \$ 1,232.88   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| <b>OH Pri. Units</b>                      |                 |                   |               | \$ -      | \$ 1,426.36 | \$ 2,810.36 | \$ 2,810.36 | \$ 902.15   | \$ 902.15   | \$ 714.88   | \$ -        | \$ 402.74   | \$ 402.74   | \$ 402.74   | \$ 402.74   | \$ 402.74   | \$ 402.74   | \$ 402.74   | \$ 457.51   | \$ 490.61   | \$ 413.83   | \$ 2,408.91 |
| VA1.01                                    | \$ 83.27        | 1                 | \$ 83.27      |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             | 1           |
| VA1.014                                   | \$ 78.54        | 4                 | \$ 314.16     |           |             | 1           | 1           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VA1.011                                   | \$ 80.80        | 2                 | \$ 161.60     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             | 2           |
| VA1.011L                                  | \$ 96.22        | 2                 | \$ 192.44     |           |             | 1           | 1           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VA1.1                                     | \$ 125.10       | 1                 | \$ 125.10     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VA4.1                                     | \$ 383.24       | 1                 | \$ 383.24     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VA5.1S                                    | \$ 165.36       | 6                 | \$ 992.16     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VA5.1                                     | \$ 146.77       | 8                 | \$ 1,174.16   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VA5.3                                     | \$ 166.45       | 8                 | \$ 1,331.60   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VA5.4                                     | \$ 198.03       | 1                 | \$ 198.03     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VA5.4S                                    | \$ 198.03       | 6                 | \$ 1,188.18   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VC1.11                                    | \$ 402.74       | 29                | \$ 11,679.46  |           |             |             |             |             |             |             |             | 1           | 1           | 1           | 1           | 1           | 1           | 1           |             |             |             |             |
| VC1.11L                                   | \$ 457.51       | 6                 | \$ 2,745.06   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             | 1           |             |             |             |
| VC1.41                                    | \$ 413.83       | 1                 | \$ 413.83     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             | 1           |             |
| VC1.41L                                   | \$ 490.61       | 1                 | \$ 490.61     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             | 1           |             |             |
| VC2.51                                    | \$ 902.15       | 2                 | \$ 1,804.30   |           |             |             |             | 1           | 1           |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VC2.52L                                   | \$ 714.88       | 1                 | \$ 714.88     |           |             |             |             |             |             | 1           |             |             |             |             |             |             |             |             |             |             |             |             |
| VC5.71B                                   | \$ 846.24       | 1                 | \$ 846.24     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             | 1           |
| VC5.71L                                   | \$ 1,317.80     | 5                 | \$ 6,589.00   |           |             | 2           | 2           |             |             |             |             |             |             |             |             |             |             |             |             |             |             | 1           |
| VC6.21                                    | \$ 1,426.36     | 1                 | \$ 1,426.36   |           |             | 1           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| <b>OH Misc Units</b>                      |                 |                   |               | \$ -      | \$ 4,349.24 | \$ 1,321.54 | \$ 751.07   | \$ 676.72   | \$ 676.72   | \$ 941.92   | \$ 676.72   | \$ 106.25   | \$ 106.25   | \$ 106.25   | \$ 106.25   | \$ 106.25   | \$ 106.25   | \$ 106.25   | \$ 106.25   | \$ 106.25   | \$ 106.25   | \$ 1,487.35 |
| E2.01                                     | \$ 190.85       | 1                 | \$ 190.85     |           |             |             |             |             |             |             | 1           |             |             |             |             |             |             |             |             |             |             |             |
| E2.1                                      | \$ 165.81       | 31                | \$ 5,140.11   |           |             | 2           | 1           | 1           | 1           | 1           | 1           |             |             |             |             |             |             |             |             |             |             | 3           |
| F2.10                                     | \$ 404.66       | 30                | \$ 12,139.80  |           |             | 2           | 1           | 1           | 1           | 1           | 1           |             |             |             |             |             |             |             |             |             |             | 2           |
| H1.1X                                     | \$ 74.35        | 46                | \$ 3,420.10   |           | 1           | 1           | 1           |             |             | 1           |             |             |             |             |             |             |             |             |             |             |             | 1           |
| J1.1                                      | \$ 53.94        | 2                 | \$ 107.88     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| J3.1                                      | \$ 71.39        | 10                | \$ 713.90     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| K1.3                                      | \$ 54.45        | 10                | \$ 544.50     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| K2.1                                      | \$ 54.45        | 1                 | \$ 54.45      |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| P2.1                                      | \$ 106.25       | 73                | \$ 7,756.25   |           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           |
| P1.3A                                     | \$ 671.12       | 1                 | \$ 671.12     |           | 1           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| Q2.1                                      | \$ 349.20       | 6                 | \$ 2,095.20   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| R3.2                                      | \$ 3,497.52     | 1                 | \$ 3,497.52   |           |             | 1           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| S1.02                                     | \$ 420.57       | 6                 | \$ 2,523.42   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| Y3.3                                      | \$ 3,235.25     | 1                 | \$ 3,235.25   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| M26.100                                   | \$ 701.75       | 5                 | \$ 3,508.75   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| M26.129                                   | \$ 701.75       | 1                 | \$ 701.75     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| M26.70D                                   | \$ 540.32       | 1                 | \$ 540.32     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| <b>UG Units</b>                           |                 |                   |               | \$ -      | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        |
| UG7.XX                                    | \$ 210.83       | 1                 | \$ 210.83     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| UA1                                       | \$ 1,490.28     | 1                 | \$ 1,490.28   |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| UM1.5NC                                   | \$ 193.97       | 1                 | \$ 193.97     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| UM5                                       | \$ 160.89       | 4                 | \$ 643.56     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| UM6.1                                     | \$ 114.37       | 1                 | \$ 114.37     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| UM6.34                                    | \$ 103.35       | 1                 | \$ 103.35     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| UM48.1                                    | \$ 221.30       | 1                 | \$ 221.30     |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| <b>Project Total</b>                      |                 |                   |               |           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| <b>Replacement Value</b>                  |                 |                   | \$ 215,460.94 | \$ -      | \$ 7,923.65 | \$ 5,540.51 | \$ 5,035.56 | \$ 3,561.56 | \$ 3,516.93 | \$ 3,539.65 | \$ 1,648.57 | \$ 2,254.56 | \$ 2,413.68 | \$ 2,953.44 | \$ 2,604.00 | \$ 2,597.76 | \$ 2,538.48 | \$ 2,532.24 | \$ 2,872.06 | \$ 3,278.46 | \$ 2,855.36 | \$ 5,780.24 |
| <b>Depreciated Value</b>                  |                 |                   | \$ 121,311.92 | \$ -      | \$ 5,037.18 | \$ 4,598.62 | \$ 4,179.51 | \$ 2,956.09 | \$ 2,919.05 | \$ 2,250.21 | \$ 1,368.31 | \$ 1,433.26 | \$ 1,534.41 | \$ 1,877.54 | \$ 1,655.40 | \$ 1,651.43 | \$ 1,613.75 | \$ 1,302.29 | \$ 2,523.31 | \$ 2,880.36 | \$ 2,439.29 | \$ 4,937.98 |

| Project: Morningstar<br>Depreciated Value |                 |                   |               |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
|-------------------------------------------|-----------------|-------------------|---------------|-------------|-------------|------------|-------------|-------------|------------|-------------|-------------|-------------|-------------|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------|
| Unit                                      | Unit Cost<br>\$ | Total<br>Quantity | Total<br>Cost | 20<br>2005  | 21<br>1987  | 22<br>1978 | 23<br>1986  | 24<br>1987  | 25<br>1986 | 26<br>2014  | 27<br>1987  | 28<br>1987  | 29<br>2001  | 30<br>1993 | 31<br>1987  | 32<br>1987  | 33<br>1986  | 34<br>1987  | 35<br>1986  | 36<br>1998  | 37<br>1998  | 38<br>1999 |
| <b>Poles</b>                              |                 |                   |               | \$ 1,271.33 | \$ 971.85   | \$ -       | \$ 1,105.02 | \$ 971.85   | \$ -       | \$ 1,271.33 | \$ 1,105.02 | \$ 1,105.02 | \$ 971.85   | \$ -       | \$ 1,105.02 | \$ 1,105.02 | \$ 971.85   | \$ 1,105.02 | \$ 1,271.33 | \$ 1,105.02 | \$ 1,105.02 | \$ -       |
| POLE 30-5                                 | \$ 971.85       | 13                | \$ 12,634.05  |             | 1           |            |             | 1           |            |             |             |             | 1           |            |             |             | 1           |             |             |             |             |            |
| POLE 35-4                                 | \$ 1,105.02     | 25                | \$ 27,625.50  |             |             |            | 1           |             |            |             |             | 1           |             |            |             | 1           |             |             |             | 1           |             | 1          |
| POLE 40-4                                 | \$ 1,271.33     | 28                | \$ 35,597.24  | 1           |             |            |             |             |            | 1           |             | 1           |             |            |             | 1           |             |             |             |             |             |            |
| POLE 45-3                                 | \$ 1,453.42     | 3                 | \$ 4,360.26   |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             | 1           |             |             |            |
| POLE 50-1                                 | \$ 1,914.08     | 4                 | \$ 7,656.32   |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| <b>Conductor</b>                          |                 |                   |               | \$ 776.88   | \$ 88.58    | \$ 90.64   | \$ 630.24   | \$ 158.62   | \$ 125.66  | \$ 1,054.56 | \$ 81.12    | \$ 455.52   | \$ 127.72   | \$ 142.60  | \$ 316.68   | \$ 273.00   | \$ 67.76    | \$ 419.78   | \$ 1,032.72 | \$ 31.20    | \$ 375.96   | \$ 128.80  |
| #4 ACSR                                   | \$ 0.78         | 52548             | \$ 40,987.44  | 996         |             |            | 808         |             |            | 1352        | 104         | 584         |             |            | 406         | 350         |             | 488         | 1324        | 40          | 482         |            |
| #2 TRIPLEX                                | \$ 1.54         | 44                | \$ 67.76      |             |             |            |             |             |            |             |             |             |             |            |             |             | 44          |             |             |             |             |            |
| #1/0 ACSR                                 | \$ 1.12         | 60                | \$ 67.20      |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| #1/0 TRIPLEX                              | \$ 2.06         | 863               | \$ 1,777.78   |             | 43          | 44         |             | 77          | 61         |             |             |             | 62          |            |             |             |             | 19          |             |             |             |            |
| #1/0 URD Triplex                          | \$ 4.60         | 170               | \$ 782.00     |             |             |            |             |             |            |             |             |             |             | 31         |             |             |             |             |             |             |             | 28         |
| #1/0 25kV 260mill                         | \$ 4.67         | 264               | \$ 1,232.88   |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| <b>OH Pri. Units</b>                      |                 |                   |               | \$ 402.74   | \$ -        | \$ -       | \$ 402.74   | \$ -        | \$ -       | \$ 600.77   | \$ 410.35   | \$ 313.22   | \$ -        | \$ -       | \$ 549.69   | \$ 146.77   | \$ -        | \$ 146.77   | \$ 600.77   | \$ 331.81   | \$ 146.77   | \$ -       |
| VA1.01                                    | \$ 83.27        | 1                 | \$ 83.27      |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| VA1.014                                   | \$ 78.54        | 4                 | \$ 314.16     |             |             |            |             |             |            |             | 1           |             |             |            |             |             |             |             |             |             |             |            |
| VA1.011                                   | \$ 80.80        | 2                 | \$ 161.60     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| VA1.011L                                  | \$ 96.22        | 2                 | \$ 192.44     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| VA1.1                                     | \$ 125.10       | 1                 | \$ 125.10     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| VA4.1                                     | \$ 383.24       | 1                 | \$ 383.24     |             |             |            |             |             |            |             |             |             |             |            | 1           |             |             |             |             |             |             |            |
| VA5.1S                                    | \$ 165.36       | 6                 | \$ 992.16     |             |             |            |             |             |            |             | 1           |             |             |            |             |             |             |             |             | 1           |             |            |
| VA5.1                                     | \$ 146.77       | 8                 | \$ 1,174.16   |             |             |            |             |             |            |             |             | 1           |             |            |             | 1           |             | 1           |             |             | 1           |            |
| VA5.3                                     | \$ 166.45       | 8                 | \$ 1,331.60   |             |             |            |             |             |            |             | 1           | 1           |             |            | 1           |             |             |             |             | 1           |             |            |
| VA5.4                                     | \$ 198.03       | 1                 | \$ 198.03     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| VA5.4S                                    | \$ 198.03       | 6                 | \$ 1,188.18   |             |             |            |             |             |            | 1           |             |             |             |            |             |             |             |             |             | 1           |             |            |
| VC1.11                                    | \$ 402.74       | 29                | \$ 11,679.46  | 1           |             |            | 1           |             |            | 1           |             |             |             |            |             |             |             |             | 1           |             |             |            |
| VC1.11L                                   | \$ 457.51       | 6                 | \$ 2,745.06   |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| VC1.41                                    | \$ 413.83       | 1                 | \$ 413.83     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| VC1.41L                                   | \$ 490.61       | 1                 | \$ 490.61     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| VC2.51                                    | \$ 902.15       | 2                 | \$ 1,804.30   |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| VC2.52L                                   | \$ 714.88       | 1                 | \$ 714.88     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| VC5.71B                                   | \$ 846.24       | 1                 | \$ 846.24     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| VC5.71L                                   | \$ 1,317.80     | 5                 | \$ 6,589.00   |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| VC6.21                                    | \$ 1,426.36     | 1                 | \$ 1,426.36   |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| <b>OH Misc Units</b>                      |                 |                   |               | \$ 251.99   | \$ 160.19   | \$ -       | \$ 251.99   | \$ 160.19   | \$ -       | \$ 601.17   | \$ 751.07   | \$ 2,094.68 | \$ 235.05   | \$ -       | \$ 1,321.54 | \$ 822.46   | \$ 235.05   | \$ 1,802.02 | \$ 1,302.92 | \$ 751.07   | \$ 1,291.39 | \$ -       |
| E2.01                                     | \$ 190.85       | 1                 | \$ 190.85     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| E2.1                                      | \$ 165.81       | 31                | \$ 5,140.11   |             |             |            |             |             |            |             | 1           | 2           |             |            | 2           | 1           |             | 1           |             | 1           | 1           |            |
| F2.10                                     | \$ 404.66       | 30                | \$ 12,139.80  |             |             |            |             |             |            |             | 1           | 2           |             |            | 2           | 1           |             | 1           |             | 1           | 1           |            |
| H1.1X                                     | \$ 74.35        | 46                | \$ 3,420.10   | 1           |             |            | 1           |             |            | 1           | 1           | 1           | 1           |            | 1           | 1           | 1           | 1           | 1           | 1           | 1           |            |
| J1.1                                      | \$ 53.94        | 2                 | \$ 107.88     |             | 1           |            |             | 1           |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| J3.1                                      | \$ 71.39        | 10                | \$ 713.90     | 1           |             |            | 1           |             |            |             |             | 1           |             |            |             | 1           |             |             |             |             |             |            |
| K1.3                                      | \$ 54.45        | 10                | \$ 544.50     |             |             |            |             |             |            |             |             |             | 1           |            |             |             | 1           |             |             |             |             |            |
| K2.1                                      | \$ 54.45        | 1                 | \$ 54.45      |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| P2.1                                      | \$ 106.25       | 73                | \$ 7,756.25   | 1           | 1           |            | 1           | 1           |            | 1           | 1           | 1           | 1           |            | 1           | 1           | 1           | 1           | 1           | 1           | 1           |            |
| P1.3A                                     | \$ 671.12       | 1                 | \$ 671.12     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| Q2.1                                      | \$ 349.20       | 6                 | \$ 2,095.20   |             |             |            |             |             |            |             |             |             |             |            |             |             |             | 1           |             |             |             |            |
| R3.2                                      | \$ 3,497.52     | 1                 | \$ 3,497.52   |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| S1.02                                     | \$ 420.57       | 6                 | \$ 2,523.42   |             |             |            |             |             |            | 1           |             |             |             |            |             |             |             |             |             |             |             |            |
| Y3.3                                      | \$ 3,235.25     | 1                 | \$ 3,235.25   |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| M26.100                                   | \$ 701.75       | 5                 | \$ 3,508.75   |             |             |            |             |             |            |             |             | 1           |             |            |             |             |             | 1           | 1           |             |             |            |
| M26.129                                   | \$ 701.75       | 1                 | \$ 701.75     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| M26.70D                                   | \$ 540.32       | 1                 | \$ 540.32     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             | 1          |
| <b>UG Units</b>                           |                 |                   |               | \$ -        | \$ -        | \$ -       | \$ -        | \$ -        | \$ -       | \$ -        | \$ -        | \$ -        | \$ 160.89   | \$ -       | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 160.89   | \$ -       |
| UG7.XX                                    | \$ 210.83       | 1                 | \$ 210.83     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| UA1                                       | \$ 1,490.28     | 1                 | \$ 1,490.28   |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| UM1.5NC                                   | \$ 193.97       | 1                 | \$ 193.97     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| UM5                                       | \$ 160.89       | 4                 | \$ 643.56     |             |             |            |             |             |            |             |             |             | 1           |            |             |             |             |             |             |             | 1           |            |
| UM6.1                                     | \$ 114.37       | 1                 | \$ 114.37     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| UM6.34                                    | \$ 103.35       | 1                 | \$ 103.35     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| UM48.1                                    | \$ 221.30       | 1                 | \$ 221.30     |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| <b>Project Total</b>                      |                 |                   |               |             |             |            |             |             |            |             |             |             |             |            |             |             |             |             |             |             |             |            |
| <b>Replacement Value</b>                  |                 |                   | \$ 215,460.94 | \$ 2,702.94 | \$ 1,220.62 | \$ 90.64   | \$ 2,389.99 | \$ 1,290.66 | \$ 125.66  | \$ 3,527.83 | \$ 2,347.56 | \$ 3,968.44 | \$ 1,495.51 | \$ 142.60  | \$ 3,292.93 | \$ 2,347.25 | \$ 1,274.66 | \$ 3,473.59 | \$ 4,207.74 | \$ 2,219.10 | \$ 3,080.03 | \$ 128.80  |
| <b>Depreciated Value</b>                  |                 |                   | \$ 121,311.92 | \$ 1,718.30 | \$ 242.38   | \$ 13.60   | \$ 416.54   | \$ 256.29   | \$ 21.90   | \$ 3,013.77 | \$ 466.16   | \$ 788.02   | \$ 805.44   | \$ 49.10   | \$ 653.88   | \$ 466.10   | \$ 222.16   | \$ 689.76   | \$ 733.35   | \$ 1,033.47 | \$ 1,434.41 | \$ 63.11   |

| Project: Morningstar<br>Depreciated Value |                 |                   |               |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
|-------------------------------------------|-----------------|-------------------|---------------|-------------|-------------|-------------|------------|-------------|-------------|-------------|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Unit                                      | Unit Cost<br>\$ | Total<br>Quantity | Total<br>Cost | 39<br>2009  | 40<br>2002  | 41<br>1997  | 42<br>1997 | 43<br>1978  | 44<br>1978  | 45<br>2003  | 46<br>2003 | 47<br>1978  | 48<br>1977  | 49<br>1977  | 50<br>1974  | 51<br>1977  | 52<br>2009  | 53<br>2011  | 54<br>2008  | 55<br>2011  | 56<br>2010  | 57<br>2011  |
| <b>Poles</b>                              |                 |                   |               | \$ 1,271.33 | \$ 1,105.02 | \$ -        | \$ -       | \$ 1,105.02 | \$ 1,105.02 | \$ 1,105.02 | \$ -       | \$ 971.85   | \$ 1,105.02 | \$ 1,105.02 | \$ 1,105.02 | \$ 971.85   | \$ 1,271.33 | \$ 1,271.33 | \$ 1,271.33 | \$ 1,914.08 | \$ 1,914.08 | \$ 1,453.42 |
| POLE 30-5                                 | \$ 971.85       | 13                | \$ 12,634.05  |             |             |             |            |             |             |             |            | 1           |             |             |             | 1           |             |             |             |             |             |             |
| POLE 35-4                                 | \$ 1,105.02     | 25                | \$ 27,625.50  |             | 1           |             |            | 1           | 1           | 1           |            |             | 1           | 1           | 1           |             |             |             |             |             |             |             |
| POLE 40-4                                 | \$ 1,271.33     | 28                | \$ 35,597.24  | 1           |             |             |            |             |             |             |            |             | 1           | 1           | 1           |             |             |             |             |             |             |             |
| POLE 45-3                                 | \$ 1,453.42     | 3                 | \$ 4,360.26   |             |             |             |            |             |             |             |            |             |             |             |             |             | 1           | 1           | 1           |             |             | 1           |
| POLE 50-1                                 | \$ 1,914.08     | 4                 | \$ 7,656.32   |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             | 1           | 1           |             |
| <b>Conductor</b>                          |                 |                   |               | \$ 555.36   | \$ 79.56    | \$ 1,232.88 | \$ 50.60   | \$ 848.64   | \$ 96.72    | \$ 357.24   | \$ 460.00  | \$ 175.10   | \$ 617.76   | \$ 48.36    | \$ 252.72   | \$ 127.72   | \$ 227.76   | \$ 1,110.72 | \$ 923.52   | \$ 1,079.52 | \$ 814.32   | \$ 836.16   |
| #4 ACSR                                   | \$ 0.78         | 52548             | \$ 40,987.44  | 712         | 102         |             |            | 1088        | 124         | 458         |            |             | 792         | 62          | 324         |             | 292         | 1424        | 1184        | 1384        | 1044        | 1072        |
| #2 TRIPLEX                                | \$ 1.54         | 44                | \$ 67.76      |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| #1/0 ACSR                                 | \$ 1.12         | 60                | \$ 67.20      |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| #1/0 TRIPLEX                              | \$ 2.06         | 863               | \$ 1,777.78   |             |             |             |            |             |             |             |            | 85          |             |             |             | 62          |             |             |             |             |             |             |
| #1/0 URD Triplex                          | \$ 4.60         | 170               | \$ 782.00     |             |             |             | 11         |             |             |             | 100        |             |             |             |             |             |             |             |             |             |             |             |
| #1/0 25kV 260mill                         | \$ 4.67         | 264               | \$ 1,232.88   |             |             | 264         |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| <b>OH Pri. Units</b>                      |                 |                   |               | \$ 600.77   | \$ 165.36   | \$ -        | \$ -       | \$ 600.77   | \$ 331.81   | \$ 146.77   | \$ -       | \$ -        | \$ 600.77   | \$ 331.81   | \$ 146.77   | \$ -        | \$ 402.74   | \$ 402.74   | \$ 402.74   | \$ 402.74   | \$ 402.74   | \$ 402.74   |
| VA1.01                                    | \$ 83.27        | 1                 | \$ 83.27      |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VA1.014                                   | \$ 78.54        | 4                 | \$ 314.16     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VA1.011                                   | \$ 80.80        | 2                 | \$ 161.60     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VA1.011L                                  | \$ 96.22        | 2                 | \$ 192.44     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VA1.1                                     | \$ 125.10       | 1                 | \$ 125.10     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VA4.1                                     | \$ 383.24       | 1                 | \$ 383.24     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VA5.1S                                    | \$ 165.36       | 6                 | \$ 992.16     |             | 1           |             |            |             | 1           |             |            |             |             | 1           |             |             |             |             |             |             |             |             |
| VA5.1                                     | \$ 146.77       | 8                 | \$ 1,174.16   |             |             |             |            |             | 1           |             |            |             |             |             | 1           |             |             |             |             |             |             |             |
| VA5.3                                     | \$ 166.45       | 8                 | \$ 1,331.60   |             |             |             |            |             | 1           |             |            |             |             | 1           |             |             |             |             |             |             |             |             |
| VA5.4                                     | \$ 198.03       | 1                 | \$ 198.03     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VA5.4S                                    | \$ 198.03       | 6                 | \$ 1,188.18   | 1           |             |             |            | 1           |             |             |            |             | 1           |             |             |             |             |             |             |             |             |             |
| VC1.11                                    | \$ 402.74       | 29                | \$ 11,679.46  | 1           |             |             |            | 1           |             |             |            |             | 1           |             |             |             | 1           | 1           | 1           | 1           | 1           | 1           |
| VC1.11L                                   | \$ 457.51       | 6                 | \$ 2,745.06   |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VC1.41                                    | \$ 413.83       | 1                 | \$ 413.83     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VC1.41L                                   | \$ 490.61       | 1                 | \$ 490.61     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VC2.51                                    | \$ 902.15       | 2                 | \$ 1,804.30   |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VC2.52L                                   | \$ 714.88       | 1                 | \$ 714.88     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VC5.71B                                   | \$ 846.24       | 1                 | \$ 846.24     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VC5.71L                                   | \$ 1,317.80     | 5                 | \$ 6,589.00   |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| VC6.21                                    | \$ 1,426.36     | 1                 | \$ 1,426.36   |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| <b>OH Misc Units</b>                      |                 |                   |               | \$ 601.17   | \$ 180.60   | \$ -        | \$ -       | \$ 601.17   | \$ 751.07   | \$ 822.46   | \$ -       | \$ 584.25   | \$ 601.17   | \$ 751.07   | \$ 822.46   | \$ 584.25   | \$ 106.25   | \$ 106.25   | \$ 106.25   | \$ 106.25   | \$ 882.35   | \$ 106.25   |
| E2.01                                     | \$ 190.85       | 1                 | \$ 190.85     |             |             |             |            |             |             |             |            |             |             | 1           | 1           |             |             |             |             |             |             |             |
| E2.1                                      | \$ 165.81       | 31                | \$ 5,140.11   |             |             |             |            |             | 1           | 1           |            |             |             | 1           | 1           |             |             |             |             |             |             |             |
| F2.10                                     | \$ 404.66       | 30                | \$ 12,139.80  |             |             |             |            |             | 1           | 1           |            |             |             | 1           | 1           |             |             |             |             |             |             |             |
| H1.1X                                     | \$ 74.35        | 46                | \$ 3,420.10   | 1           | 1           |             |            | 1           | 1           | 1           |            | 1           | 1           | 1           | 1           | 1           |             |             |             |             | 1           |             |
| J1.1                                      | \$ 53.94        | 2                 | \$ 107.88     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| J3.1                                      | \$ 71.39        | 10                | \$ 713.90     |             |             |             |            |             | 1           |             |            |             |             |             | 1           |             |             |             |             |             |             |             |
| K1.3                                      | \$ 54.45        | 10                | \$ 544.50     |             |             |             |            |             |             |             |            | 1           |             |             |             | 1           |             |             |             |             |             |             |
| K2.1                                      | \$ 54.45        | 1                 | \$ 54.45      |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| P2.1                                      | \$ 106.25       | 73                | \$ 7,756.25   | 1           | 1           |             |            | 1           | 1           | 1           |            | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           |
| P1.3A                                     | \$ 671.12       | 1                 | \$ 671.12     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| Q2.1                                      | \$ 349.20       | 6                 | \$ 2,095.20   |             |             |             |            |             |             |             |            | 1           |             |             |             | 1           |             |             |             |             |             |             |
| R3.2                                      | \$ 3,497.52     | 1                 | \$ 3,497.52   |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| S1.02                                     | \$ 420.57       | 6                 | \$ 2,523.42   | 1           |             |             |            | 1           |             |             |            |             | 1           |             |             |             |             |             |             |             |             |             |
| Y3.3                                      | \$ 3,235.25     | 1                 | \$ 3,235.25   |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| M26.100                                   | \$ 701.75       | 5                 | \$ 3,508.75   |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| M26.129                                   | \$ 701.75       | 1                 | \$ 701.75     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             | 1           |             |
| M26.70D                                   | \$ 540.32       | 1                 | \$ 540.32     |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| <b>UG Units</b>                           |                 |                   |               | \$ -        | \$ 1,490.28 | \$ 843.82   | \$ -       | \$ -        | \$ -        | \$ 160.89   | \$ -       | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        |
| UG7.XX                                    | \$ 210.83       | 1                 | \$ 210.83     |             |             | 1           |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| UA1                                       | \$ 1,490.28     | 1                 | \$ 1,490.28   |             | 1           |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| UM1.5NC                                   | \$ 193.97       | 1                 | \$ 193.97     |             |             | 1           |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| UM5                                       | \$ 160.89       | 4                 | \$ 643.56     |             |             |             |            |             |             | 1           |            |             |             |             |             |             |             |             |             |             |             |             |
| UM6.1                                     | \$ 114.37       | 1                 | \$ 114.37     |             |             |             | 1          |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| UM6.34                                    | \$ 103.35       | 1                 | \$ 103.35     |             |             |             | 1          |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| UM48.1                                    | \$ 221.30       | 1                 | \$ 221.30     |             |             | 1           |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| <b>Project Total</b>                      |                 |                   |               |             |             |             |            |             |             |             |            |             |             |             |             |             |             |             |             |             |             |             |
| <b>Replacement Value</b>                  |                 |                   | \$ 215,460.94 | \$ 3,028.63 | \$ 3,020.82 | \$ 2,076.70 | \$ 50.60   | \$ 3,155.60 | \$ 2,284.62 | \$ 2,592.38 | \$ 460.00  | \$ 1,731.20 | \$ 2,924.72 | \$ 2,236.26 | \$ 2,326.97 | \$ 1,683.82 | \$ 2,008.08 | \$ 2,891.04 | \$ 2,703.84 | \$ 3,502.59 | \$ 4,013.49 | \$ 2,798.57 |
| <b>Depreciated Value</b>                  |                 |                   | \$ 121,311.92 | \$ 2,219.55 | \$ 1,700.29 | \$ 916.71   | \$ 22.34   | \$ 473.34   | \$ 342.69   | \$ 1,522.10 | \$ 270.09  | \$ 259.68   | \$ 438.71   | \$ 335.44   | \$ 349.05   | \$ 252.57   | \$ 1,471.64 | \$ 2,259.14 | \$ 1,915.86 | \$ 2,737.02 | \$ 3,038.79 | \$ 2,186.88 |

| Project: Morningstar<br>Depreciated Value |                 |                   |               |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
|-------------------------------------------|-----------------|-------------------|---------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Unit                                      | Unit Cost<br>\$ | Total<br>Quantity | Total<br>Cost | 58<br>2007  | 59<br>2007  | 60<br>2006  | 61<br>2019  | 62<br>2009  | 63<br>2019  | 64<br>2018  | 65<br>1987  | 66<br>1971  | 72<br>2020  | 73<br>1987  | 74<br>1987  | 75<br>1987  | 76<br>1987  | 77<br>1987  | 78<br>1987  | 17R<br>2019 | 15R<br>1987 | 14R<br>2019 |
| <b>Poles</b>                              |                 |                   |               | \$ 1,105.02 | \$ 1,271.33 | \$ 1,271.33 | \$ 1,271.33 | \$ 1,271.33 | \$ 1,271.33 | \$ 1,271.33 | \$ 971.85   | \$ 971.85   | \$ 1,271.33 | \$ 971.85   | \$ 971.85   | \$ 971.85   | \$ 1,105.02 | \$ 1,271.33 | \$ 971.85   | \$ 1,105.02 | \$ 1,105.02 | \$ 1,271.33 |
| POLE 30-5                                 | \$ 971.85       | 13                | \$ 12,634.05  |             |             |             |             |             |             |             | 1           | 1           |             | 1           | 1           | 1           |             |             | 1           |             |             |             |
| POLE 35-4                                 | \$ 1,105.02     | 25                | \$ 27,625.50  | 1           |             |             |             |             |             |             |             |             |             |             |             |             | 1           |             |             | 1           | 1           |             |
| POLE 40-4                                 | \$ 1,271.33     | 28                | \$ 35,597.24  |             | 1           | 1           | 1           | 1           | 1           | 1           |             |             | 1           |             |             |             |             | 1           |             |             |             | 1           |
| POLE 45-3                                 | \$ 1,453.42     | 3                 | \$ 4,360.26   |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| POLE 50-1                                 | \$ 1,914.08     | 4                 | \$ 7,656.32   |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| <b>Conductor</b>                          |                 |                   |               | \$ 964.08   | \$ 330.72   | \$ 776.88   | \$ 755.04   | \$ 1,266.72 | \$ 4,611.36 | \$ 577.20   | \$ 140.08   | \$ 185.40   | \$ 131.04   | \$ 49.44    | \$ 236.90   | \$ 179.22   | \$ 475.80   | \$ 474.24   | \$ 53.56    | \$ 1,603.68 | \$ 92.04    | \$ 1,457.04 |
| #4 ACSR                                   | \$ 0.78         | 52548             | \$ 40,987.44  | 1236        | 424         | 996         | 968         | 1624        | 5912        | 740         |             |             | 168         |             |             |             | 610         | 608         |             | 2056        | 118         | 1868        |
| #2 TRIPLEX                                | \$ 1.54         | 44                | \$ 67.76      |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| #1/0 ACSR                                 | \$ 1.12         | 60                | \$ 67.20      |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| #1/0 TRIPLEX                              | \$ 2.06         | 863               | \$ 1,777.78   |             |             |             |             |             |             |             | 68          | 90          |             | 24          | 115         | 87          |             |             | 26          |             |             |             |
| #1/0 URD Triplex                          | \$ 4.60         | 170               | \$ 782.00     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| #1/0 25kV 260mill                         | \$ 4.67         | 264               | \$ 1,232.88   |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| <b>OH Pri. Units</b>                      |                 |                   |               | \$ 402.74   | \$ 402.74   | \$ 402.74   | \$ 457.51   | \$ 402.74   | \$ 457.51   | \$ 457.51   | \$ -        | \$ -        | \$ 391.76   | \$ -        | \$ -        | \$ -        | \$ 125.10   | \$ 146.77   | \$ -        | \$ 402.74   | \$ 331.81   | \$ 655.54   |
| VA1.01                                    | \$ 83.27        | 1                 | \$ 83.27      |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VA1.014                                   | \$ 78.54        | 4                 | \$ 314.16     |             |             |             |             |             |             |             |             |             | 1           |             |             |             |             |             |             |             |             |             |
| VA1.011                                   | \$ 80.80        | 2                 | \$ 161.60     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VA1.011L                                  | \$ 96.22        | 2                 | \$ 192.44     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VA1.1                                     | \$ 125.10       | 1                 | \$ 125.10     |             |             |             |             |             |             |             |             |             |             |             |             |             | 1           |             |             |             |             |             |
| VA4.1                                     | \$ 383.24       | 1                 | \$ 383.24     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VA5.1S                                    | \$ 165.36       | 6                 | \$ 992.16     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             | 1           |             |
| VA5.1                                     | \$ 146.77       | 8                 | \$ 1,174.16   |             |             |             |             |             |             |             |             |             | 1           |             |             |             |             | 1           |             |             | 1           |             |
| VA5.3                                     | \$ 166.45       | 8                 | \$ 1,331.60   |             |             |             |             |             |             |             |             |             | 1           |             |             |             |             |             |             |             |             |             |
| VA5.4                                     | \$ 198.03       | 1                 | \$ 198.03     |             |             |             |             |             |             |             |             | 1           |             |             |             |             |             |             |             |             |             | 1           |
| VA5.4S                                    | \$ 198.03       | 6                 | \$ 1,188.18   |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VC1.11                                    | \$ 402.74       | 29                | \$ 11,679.46  | 1           | 1           | 1           |             | 1           |             |             |             |             |             |             |             |             |             |             |             | 1           |             |             |
| VC1.11L                                   | \$ 457.51       | 6                 | \$ 2,745.06   |             |             |             | 1           |             | 1           | 1           |             |             |             |             |             |             |             |             |             |             |             | 1           |
| VC1.41                                    | \$ 413.83       | 1                 | \$ 413.83     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VC1.41L                                   | \$ 490.61       | 1                 | \$ 490.61     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VC2.51                                    | \$ 902.15       | 2                 | \$ 1,804.30   |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VC2.52L                                   | \$ 714.88       | 1                 | \$ 714.88     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VC5.71B                                   | \$ 846.24       | 1                 | \$ 846.24     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VC5.71L                                   | \$ 1,317.80     | 5                 | \$ 6,589.00   |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| VC6.21                                    | \$ 1,426.36     | 1                 | \$ 1,426.36   |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| <b>OH Misc Units</b>                      |                 |                   |               | \$ 882.35   | \$ 751.07   | \$ 106.25   | \$ 106.25   | \$ 3,415.85 | \$ 106.25   | \$ 251.99   | \$ 215.15   | \$ 1,154.72 | \$ 822.46   | \$ 879.87   | \$ 1,507.27 | \$ 1,154.72 | \$ 106.25   | \$ 822.46   | \$ 584.25   | \$ 106.25   | \$ 1,243.03 | \$ 180.60   |
| E2.01                                     | \$ 190.85       | 1                 | \$ 190.85     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| E2.1                                      | \$ 165.81       | 31                | \$ 5,140.11   |             | 1           |             |             |             |             |             |             | 1           | 1           | 1           | 1           | 1           |             | 1           |             |             | 1           |             |
| F2.10                                     | \$ 404.66       | 30                | \$ 12,139.80  |             | 1           |             |             |             |             |             |             | 1           | 1           | 1           | 1           | 1           |             | 1           |             |             | 1           |             |
| H1.1X                                     | \$ 74.35        | 46                | \$ 3,420.10   | 1           | 1           |             |             | 1           |             | 1           |             | 1           | 1           | 2           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           |
| J1.1                                      | \$ 53.94        | 2                 | \$ 107.88     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| J3.1                                      | \$ 71.39        | 10                | \$ 713.90     |             |             |             |             |             |             | 1           |             |             | 1           |             |             |             |             | 1           |             |             | 1           |             |
| K1.3                                      | \$ 54.45        | 10                | \$ 544.50     |             |             |             |             |             |             |             | 2           | 1           |             | 1           |             | 1           |             |             | 1           |             |             |             |
| K2.1                                      | \$ 54.45        | 1                 | \$ 54.45      |             |             |             |             |             |             |             |             |             |             |             |             | 1           |             |             |             |             |             |             |
| P2.1                                      | \$ 106.25       | 73                | \$ 7,756.25   | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           | 1           |
| P1.3A                                     | \$ 671.12       | 1                 | \$ 671.12     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| Q2.1                                      | \$ 349.20       | 6                 | \$ 2,095.20   |             |             |             |             |             |             |             |             |             | 1           |             |             |             | 1           |             | 1           |             |             |             |
| R3.2                                      | \$ 3,497.52     | 1                 | \$ 3,497.52   |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| S1.02                                     | \$ 420.57       | 6                 | \$ 2,523.42   |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             | 1           |             |
| Y3.3                                      | \$ 3,235.25     | 1                 | \$ 3,235.25   |             |             |             |             | 1           |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| M26.100                                   | \$ 701.75       | 5                 | \$ 3,508.75   | 1           |             |             |             |             |             |             |             |             |             |             | 1           |             |             |             |             |             |             |             |
| M26.129                                   | \$ 701.75       | 1                 | \$ 701.75     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| M26.70D                                   | \$ 540.32       | 1                 | \$ 540.32     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| <b>UG Units</b>                           |                 |                   |               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        |
| UG7.XX                                    | \$ 210.83       | 1                 | \$ 210.83     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| UA1                                       | \$ 1,490.28     | 1                 | \$ 1,490.28   |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| UM1.5NC                                   | \$ 193.97       | 1                 | \$ 193.97     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| UM5                                       | \$ 160.89       | 4                 | \$ 643.56     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| UM6.1                                     | \$ 114.37       | 1                 | \$ 114.37     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| UM6.34                                    | \$ 103.35       | 1                 | \$ 103.35     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| UM48.1                                    | \$ 221.30       | 1                 | \$ 221.30     |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
| <b>Project Total</b>                      |                 |                   |               | \$ 3,354.19 | \$ 2,755.86 | \$ 2,557.20 | \$ 2,590.13 | \$ 6,356.64 | \$ 6,446.45 | \$ 2,558.03 | \$ 1,327.08 | \$ 2,311.97 | \$ 2,616.59 | \$ 1,901.16 | \$ 2,716.02 | \$ 2,305.79 | \$ 1,812.17 | \$ 2,714.80 | \$ 1,609.66 | \$ 3,217.69 | \$ 2,771.90 | \$ 3,564.51 |
| <b>Replacement Value</b>                  |                 |                   |               | \$ 3,354.19 | \$ 2,755.86 | \$ 2,557.20 | \$ 2,590.13 | \$ 6,356.64 | \$ 6,446.45 | \$ 2,558.03 | \$ 1,327.08 | \$ 2,311.97 | \$ 2,616.59 | \$ 1,901.16 | \$ 2,716.02 | \$ 2,305.79 | \$ 1,812.17 | \$ 2,714.80 | \$ 1,609.66 | \$ 3,217.69 | \$ 2,771.90 | \$ 3,564.51 |
| <b>Depreciated Value</b>                  |                 |                   |               | \$ 2,295.22 | \$ 1,885.80 | \$ 1,687.75 | \$ 2,527.23 | \$ 4,658.51 | \$ 6,289.89 | \$ 2,433.78 | \$ 263.52   | \$ 346.80   | \$ 2,616.59 | \$ 377.52   | \$ 539.32   | \$ 457.86   | \$ 359.85   | \$ 539.08   | \$ 319.63   | \$ 3,139.55 | \$ 550.42   | \$ 3,477.94 |

|                      |             |          |               |             |             |             |             |             |      |
|----------------------|-------------|----------|---------------|-------------|-------------|-------------|-------------|-------------|------|
| Project: Morningstar |             |          |               |             |             |             |             |             |      |
| Depreciated Value    |             |          |               |             |             |             |             |             |      |
| Unit                 | Unit Cost   | Total    | Total         | 82 (11.1R)  | 11R         | 9R          | 8R          | 7R          |      |
|                      | \$          | Quantity | Cost          | 1982        | 1982        | 2019        | 1986        | 1986        | 2020 |
| Poles                |             |          |               | \$ 1,105.02 | \$ 1,105.02 | \$ 1,105.02 | \$ 1,105.02 | \$ 1,105.02 | \$ - |
| POLE 30-5            | \$ 971.85   | 13       | \$ 12,634.05  |             |             |             |             |             |      |
| POLE 35-4            | \$ 1,105.02 | 25       | \$ 27,625.50  | 1           | 1           | 1           | 1           | 1           |      |
| POLE 40-4            | \$ 1,271.33 | 28       | \$ 35,597.24  |             |             |             |             |             |      |
| POLE 45-3            | \$ 1,453.42 | 3        | \$ 4,360.26   |             |             |             |             |             |      |
| POLE 50-1            | \$ 1,914.08 | 4        | \$ 7,656.32   |             |             |             |             |             |      |
| Conductor            |             |          |               | \$ 67.20    | \$ 1,656.72 | \$ 483.60   | \$ 795.60   | \$ -        | \$ - |
| #4 ACSR              | \$ 0.78     | 52548    | \$ 40,987.44  |             | 2124        | 620         | 1020        |             |      |
| #2 TRIPLEX           | \$ 1.54     | 44       | \$ 67.76      |             |             |             |             |             |      |
| #1/0 ACSR            | \$ 1.12     | 60       | \$ 67.20      | 60          |             |             |             |             |      |
| #1/0 TRIPLEX         | \$ 2.06     | 863      | \$ 1,777.78   |             |             |             |             |             |      |
| #1/0 URD Triplex     | \$ 4.60     | 170      | \$ 782.00     |             |             |             |             |             |      |
| #1/0 25kV 260mill    | \$ 4.67     | 264      | \$ 1,232.88   |             |             |             |             |             |      |
| OH Pri. Units        |             |          |               | \$ 402.74   | \$ 655.54   | \$ 402.74   | \$ 402.74   | \$ 402.74   | \$ - |
| VA1.01               | \$ 83.27    | 1        | \$ 83.27      |             |             |             |             |             |      |
| VA1.014              | \$ 78.54    | 4        | \$ 314.16     |             |             |             |             |             |      |
| VA1.011              | \$ 80.80    | 2        | \$ 161.60     |             |             |             |             |             |      |
| VA1.011L             | \$ 96.22    | 2        | \$ 192.44     |             |             |             |             |             |      |
| VA1.1                | \$ 125.10   | 1        | \$ 125.10     |             |             |             |             |             |      |
| VA4.1                | \$ 383.24   | 1        | \$ 383.24     |             |             |             |             |             |      |
| VA5.1S               | \$ 165.36   | 6        | \$ 992.16     |             |             |             |             |             |      |
| VA5.1                | \$ 146.77   | 8        | \$ 1,174.16   |             |             |             |             |             |      |
| VA5.3                | \$ 166.45   | 8        | \$ 1,331.60   |             |             |             |             |             |      |
| VA5.4                | \$ 198.03   | 1        | \$ 198.03     |             |             |             |             |             |      |
| VA5.4S               | \$ 198.03   | 6        | \$ 1,188.18   |             | 1           |             |             |             |      |
| VC1.11               | \$ 402.74   | 29       | \$ 11,679.46  | 1           |             | 1           | 1           | 1           |      |
| VC1.11L              | \$ 457.51   | 6        | \$ 2,745.06   |             | 1           |             |             |             |      |
| VC1.41               | \$ 413.83   | 1        | \$ 413.83     |             |             |             |             |             |      |
| VC1.41L              | \$ 490.61   | 1        | \$ 490.61     |             |             |             |             |             |      |
| VC2.51               | \$ 902.15   | 2        | \$ 1,804.30   |             |             |             |             |             |      |
| VC2.52L              | \$ 714.88   | 1        | \$ 714.88     |             |             |             |             |             |      |
| VC5.71B              | \$ 846.24   | 1        | \$ 846.24     |             |             |             |             |             |      |
| VC5.71L              | \$ 1,317.80 | 5        | \$ 6,589.00   |             |             |             |             |             |      |
| VC6.21               | \$ 1,426.36 | 1        | \$ 1,426.36   |             |             |             |             |             |      |
| OH Misc Units        |             |          |               | \$ 180.60   | \$ 180.60   | \$ 106.25   | \$ 106.25   | \$ 180.60   | \$ - |
| E2.01                | \$ 190.85   | 1        | \$ 190.85     |             |             |             |             |             |      |
| E2.1                 | \$ 165.81   | 31       | \$ 5,140.11   |             |             |             |             |             |      |
| F2.10                | \$ 404.66   | 30       | \$ 12,139.80  |             |             |             |             |             |      |
| H1.1X                | \$ 74.35    | 46       | \$ 3,420.10   | 1           | 1           |             |             | 1           |      |
| J1.1                 | \$ 53.94    | 2        | \$ 107.88     |             |             |             |             |             |      |
| J3.1                 | \$ 71.39    | 10       | \$ 713.90     |             |             |             |             |             |      |
| K1.3                 | \$ 54.45    | 10       | \$ 544.50     |             |             |             |             |             |      |
| K2.1                 | \$ 54.45    | 1        | \$ 54.45      |             |             |             |             |             |      |
| P2.1                 | \$ 106.25   | 73       | \$ 7,756.25   | 1           | 1           | 1           | 1           | 1           |      |
| P1.3A                | \$ 671.12   | 1        | \$ 671.12     |             |             |             |             |             |      |
| Q2.1                 | \$ 349.20   | 6        | \$ 2,095.20   |             |             |             |             |             |      |
| R3.2                 | \$ 3,497.52 | 1        | \$ 3,497.52   |             |             |             |             |             |      |
| S1.02                | \$ 420.57   | 6        | \$ 2,523.42   |             |             |             |             |             |      |
| Y3.3                 | \$ 3,235.25 | 1        | \$ 3,235.25   |             |             |             |             |             |      |
| M26.100              | \$ 701.75   | 5        | \$ 3,508.75   |             |             |             |             |             |      |
| M26.129              | \$ 701.75   | 1        | \$ 701.75     |             |             |             |             |             |      |
| M26.70D              | \$ 540.32   | 1        | \$ 540.32     |             |             |             |             |             |      |
| UG Units             |             |          |               | \$ 160.89   | \$ -        | \$ -        | \$ -        | \$ -        | \$ - |
| UG7.XX               | \$ 210.83   | 1        | \$ 210.83     |             |             |             |             |             |      |
| UA1                  | \$ 1,490.28 | 1        | \$ 1,490.28   |             |             |             |             |             |      |
| UM1.5NC              | \$ 193.97   | 1        | \$ 193.97     |             |             |             |             |             |      |
| UM5                  | \$ 160.89   | 4        | \$ 643.56     | 1           |             |             |             |             |      |
| UM6.1                | \$ 114.37   | 1        | \$ 114.37     |             |             |             |             |             |      |
| UM6.34               | \$ 103.35   | 1        | \$ 103.35     |             |             |             |             |             |      |
| UM48.1               | \$ 221.30   | 1        | \$ 221.30     |             |             |             |             |             |      |
| Project Total        |             |          |               |             |             |             |             |             |      |
| Replacement Value    |             |          | \$ 215,460.94 | \$ 1,916.45 | \$ 3,597.88 | \$ 2,097.61 | \$ 2,409.61 | \$ 1,688.36 | \$ - |
| Depreciated Value    |             |          | \$ 121,311.92 | \$ 287.47   | \$ 539.68   | \$ 2,046.67 | \$ 419.96   | \$ 294.26   | \$ - |

**Reintegration Summary - Morningstar**

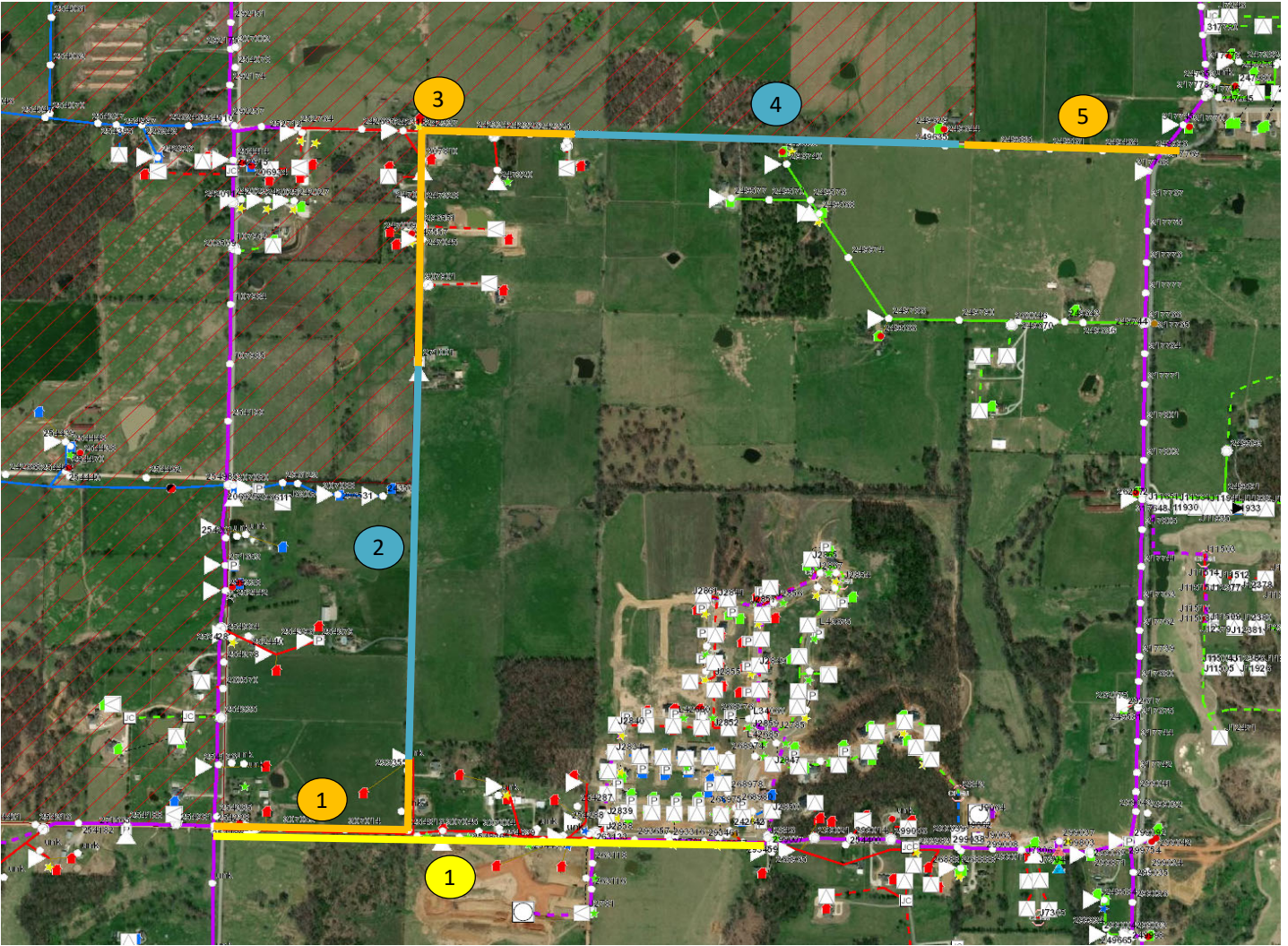
|                                                |    |           |
|------------------------------------------------|----|-----------|
| Misc. (Dead-ending, Terminating, removal etc.) | \$ | 22,028.62 |
| 3-Ph Reroute (Option 2)                        | \$ | 95,434.20 |

**Total \$ 117,462.82**

**Carroll Electric Cooperative Corp.**

[illegible]

### 3-Ph Reroute



#### Option #1

| Segment | Type                    | Price (per ft.) | Length | Cost                 |
|---------|-------------------------|-----------------|--------|----------------------|
| 1       | 1-ph to 3-ph Conversion | \$ 34.83        | 1971   | \$ 68,649.93         |
| 2       | 3-ph Tie Line           | \$ 26.50        | 3029   | \$ 80,268.50         |
| 3       | 1-ph to 3-ph Conversion | \$ 34.83        | 2731   | \$ 95,120.73         |
| 4       | 3-ph Tie Line           | \$ 26.50        | 2746   | \$ 72,769.00         |
| 5       | 1-ph to 3-ph Conversion | \$ 34.83        | 1557   | \$ 54,230.31         |
|         |                         |                 |        | <b>\$ 371,038.47</b> |

#### Option #2

| Segment | Type                    | Price (per ft.) | Length | Cost                |
|---------|-------------------------|-----------------|--------|---------------------|
| 1       | 1-ph to 3-ph Conversion | \$ 34.83        | 2740   | \$ 95,434.20        |
|         |                         |                 |        | <b>\$ 95,434.20</b> |

Rerouted 3-ph tie line (using 4/0) pricing

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

**A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO PURCHASE CERTAIN CUSTOMERS AND  
FACILITIES FROM CARROLL ELECTRIC  
COOPERATIVE.**

**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 purchase certain customers and facilities in the vicinity of Morningstar Road in the amount of \$317,917.42. as set forth in the attached documentation pursuant to the settlement agreement reached between the parties.

**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 \_\_\_\_\_, 2021.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



## Agenda Item Form

|                              |                    |
|------------------------------|--------------------|
| Date of City Council Meeting | 2/9/2021           |
| Department                   | Electric           |
| Submitted by                 | Travis Matlock, PE |
| Phone                        | 479-271-5941       |

|                                                                                                                                                                                                                                       |                                       |                                        |                                    |                                     |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                              |                                       |                                        |                                    |                                     |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                                                                                                 | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                         |                                       |                                        |                                    |                                     |                                    |
| <b>Budget adjustment to move \$267,917.42 from Underground Primary to Improvements Other than Electric to purchase CECC infrastructure and accounts on Scoggins Rd. for total of \$317,917.42. Approved by the Utility Board 5-0.</b> |                                       |                                        |                                    |                                     |                                    |

|                                                                                                                                                                                                                                                                                                                          |                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                                                                                                                                                                                                                                                           | \$267,917.42                                                        |
| Is this Item Budgeted?                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b>                                                                                                                                                                                                                                  |                                                                     |
| <b>There is currently \$50,000 in the account to purchase CECC account. The remaining \$267,917.42 will be budget adjusted from another capital account.</b><br><b>this is a larger purchase and is required to serve a subdivision currently under development, and for future developments down Morning Star road.</b> |                                                                     |





## Budget Adjustment Request

|                              |                    |
|------------------------------|--------------------|
| Date of City Council Meeting | 2/9/2021           |
| Department                   | Electric           |
| Submitted by                 | Travis Matlock, PE |
| Phone                        | 479-271-5941       |

|                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose of Budget Adjustment</b> <i>(Enter purpose in space below):</i>                                                                                                 |
| Move money from Underground Primary to Improvements Other Than Electric to purchase CECC infrastructure and accounts on Morningstar Rd. Approved at the Utility Board 5-0. |

| General Ledger Account Information*                                                           |          |                               |                 |                 |
|-----------------------------------------------------------------------------------------------|----------|-------------------------------|-----------------|-----------------|
| Org (Department)                                                                              | Object   | Account Description           | Revenue + ( - ) | Expense + ( - ) |
| 503010.00                                                                                     | 47313.00 | Imporvs - Underground Primary |                 | \$ (267,917.42) |
| 503010.00                                                                                     | 47310.00 | Improv Other - Electric       |                 | \$ 267,917.42   |
|                                                                                               |          |                               |                 |                 |
|                                                                                               |          |                               |                 |                 |
|                                                                                               |          |                               |                 |                 |
|                                                                                               |          |                               |                 |                 |
|                                                                                               |          | Totals                        | \$ -            | \$ -            |
|                                                                                               |          | Net Impact on Fund Balance    | \$ -            |                 |
| *Final Account Number will be determined by Accounting Department after approval and purchase |          |                               |                 |                 |



117 West Central Avenue, Bentonville, AR 72712

[www.bentonvillear.com](http://www.bentonvillear.com)

PLEASE RECYCLE





## Agenda Item Form

|                              |                                             |
|------------------------------|---------------------------------------------|
| Date of City Council Meeting | Febrauary 9, 2021                           |
| Department                   | Parks and Recreation                        |
| Submitted by                 | Scott Mendenhall, Parks Maintenance Manager |
| Phone                        | (479) 271-3142                              |

|                                                                                                                                                                                                                                                                                                                       |                                       |                                        |                                    |                                     |                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|-----------------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                                                              |                                       |                                        |                                    |                                     |                                               |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                         |                                       |                                        |                                    |                                     |                                               |
| <b>Award Bid IFB-20-75 to Empire Group Property Management for mowing services at the Bentonville Community Center/Citizens Park as needed throughout the year at a weekly rate of \$1,708.20, for an estimated annual total of \$48,037.00. This contract is for a one year term, renewable annually until 2024.</b> |                                       |                                        |                                    |                                     |                                               |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | \$48,037                                                            |
| Is this Item Budgeted?                                                                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
|                                                                                         |                                                                     |



# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Scott Mendenhall, Parks Maintenance Manager  
Date: January 27, 2021  
Re: Bid Award, in the amount of \$48,037 to Empire Group Property Management for Mowing Services for Parks and Recreation.

---

Parks and Recreation Staff is requesting City Council's approval to award bid IFB-20-75 to Empire Group Property Management for mowing services at the Bentonville Community Center/Citizens Park as needed throughout the year at a weekly mow rate of \$1,708.20, for an estimated annual total of \$48,037.00. This contract is for a one year term, renewable annually until 2024.

As Bentonville Parks and Recreation has grown over the years, we have used contract labor to supplement the mowing of some of our smaller parks to avoid adding new full-time personnel. Each year we have added more acreage and have been pleased with the contracts performance. This has allowed our maintenance staff to focus on the turf of our athletic fields, as well as our higher profile parks such as the downtown Square.

We have \$100,000 budgeted for contract mowing for 2021. In 2020, we have a renewable contract for seventeen parcels of parkland that we will continue in 2021 at \$51,963. This request of an additional \$48,037 will add an additional 26 acres of mowing for a total of \$100,000 with both contracts. This current bid will free up approximately 90 man-hours each week. This will allow parks to be mowed weekly providing an enjoyable experience for the citizens of our community. It allows our staff to dedicate more man-hours for the growing number of work orders / time on buildings, restrooms, pavilions, restrooms, gates/fencing etc.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email: [smendenhall@bentonvillear.com](mailto:smendenhall@bentonvillear.com).

*Attachments:*

*Bid Tabulation*

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE  
 OLD CITY HALL 117 W. CENTRAL AVE BENTONVILLE, ARKANSAS  
 72712  
 (479) 271-3115

**FINAL BID TABULATION**  
**IFB-20-75 2021 PARKS MOWING SERVICE**

| <b>PARK OR TRAIL NAME &amp;<br/>ADDRESS</b>                                                    | <b>EMPIRE GOUP PROPERTY<br/>MANAGEMENT</b> | <b>PRECISION LAWN &amp;<br/>LANDSCAPING, LLC</b> | <b>WALTER IRRIGATION</b> |
|------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------------|--------------------------|
| ORCHARDS PARK: Includes Legacy<br>Excludes "Wildflower Meadow"<br>1100 NE John Deshields Blvd. | <b>\$919.80</b>                            | <b>\$1,134.42</b>                                | <b>\$1,095.00</b>        |
| PHILLIPS PARK<br>Excludes Sports Fields<br>3108 SE J Street                                    | <b>\$788.40</b>                            | <b>\$972.36</b>                                  | <b>\$876.00</b>          |
| LAKE BENTONVILLE<br>2100 SW I Street                                                           | <b>\$197.10</b>                            | <b>\$383.25</b>                                  | <b>\$657.00</b>          |
| BENTONVILLE COMMUNITY<br>CENTER<br>Excludes Soccer Fields                                      | <b>\$1,708.20</b>                          | <b>\$2,106.78</b>                                | <b>\$2,190.00</b>        |
| MEMORIAL PARK<br>Excludes Sports Fields and<br>Common Areas of Baseball &<br>Softball Fields   | <b>\$2,890.80</b>                          | <b>\$3565.32</b>                                 | <b>\$4,380.00</b>        |
| <b><u>TOTAL BID PRICE:</u></b>                                                                 | <b>\$6,504.30</b>                          | <b>\$8,162.13</b>                                | <b>\$9,198.00</b>        |



## CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – [PURCHASING@BENTONVILLE.AR.COM](mailto:PURCHASING@BENTONVILLE.AR.COM)  
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

### FOR PUBLICATION

PUBLICATION DATES: December 6, 2020

---

### NOTICE TO BIDDERS

### PARKS MOWING SERVICES 2021

#### Invitation For Bid (IFB)-20-75

The City of Bentonville, Arkansas is accepting formal, sealed bids from qualified and properly experienced, capable and insured mowing businesses to perform weekly cycles of park mowing services, to be performed at various City park locations in Bentonville, Arkansas beginning with the 2021 mowing season. The awarded Contract will be for a one-year term, renewable annually upon mutual written agreement for a maximum three-year term. Bidders are responsible for making themselves familiar with the locations to be mowed prior to submitting a bid.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of \$500.00, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond.

The City reserves the right to reject any or all bids and to waive informalities.

There will be a Non-Mandatory/Optional Pre-Bid Meeting held via a Zoom Video Conference on December 17, 2020 at 2:00 P.M. CST. Attendance to the Pre-Bid Meeting is optional, but highly encouraged. Please use the below information to join the Zoom Video Conference.

Topic: IFB-20-75 Optional Pre-Bid Meeting (Parks Mowing)

Time: Dec 17, 2020 02:00 PM Central Time (US and Canada)

Join from PC, Mac, Linux, iOS or Android:

<https://bentonville.zoom.us/j/84041983827?pwd=eERWSHV0YnQ2Q01oZmtsSTlIMFNBQT09>

Password: 147996

Or Telephone:

Dial:

USA 720 514 4182

USA 8883405470 (US Toll Free)

Conference code: 245357



## CITY OF BENTONVILLE

---

PURCHASING OFFICE – (479) 271-3115 – [PURCHASING@BENTONVILLEAR.COM](mailto:PURCHASING@BENTONVILLEAR.COM)  
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

Interested parties can obtain the required bid packet by emailing [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com), by calling 479-271-3115 or from the Purchasing Office located at the address below. Bidders who wish to deliver a bid submission prior to the bid opening date/time may do so by delivering the bid submission to the Purchasing Office in City Hall, located at 117 West Central Avenue, Bentonville, Arkansas 72712 (2<sup>nd</sup> floor). The deadline to deliver bid submissions to City Hall in advance is Thursday, January 7, 2020 at 1:15pm, after which all bid submissions must be delivered to the bid opening location. There will be a public bid opening for IFB-20-75 held at 1:30pm on Wednesday, January 7, 2020; the bid opening will be held at the City of Bentonville Community Development Building in the City Council/Planning Commission Chambers, located at 305 Southwest A Street, Bentonville, AR 72712. Purchasing will be on-site at 1:15pm to receive submissions from Bidders who wish to deliver their bid submissions at the bid opening/bid opening location. All bid submissions must be received by Purchasing prior to the public bid opening time. Late submissions, submissions which do not contain the required Bid Guarantee, and unsigned bid submissions will be rejected, without exception.



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

### **INVITATION FOR BID (IFB) SOLICITATION**

| <b>SOLICITATION INFORMATION</b>     |                                                                                                                                                                                                               |                          |                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------|
| <b>Bid Number:</b>                  | IFB-20-75                                                                                                                                                                                                     | <b>Date of Issuance:</b> | DECEMBER 06, 2020 |
| <b>Description:</b>                 | 2021 PARKS MOWING SERVICES                                                                                                                                                                                    |                          |                   |
| <b>Requesting Department:</b>       | CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT                                                                                                                                                           |                          |                   |
| <b>Pre-Bid Meeting Information:</b> | NON-MANDATORY/OPTIONAL PRE-BID MEETING TO BE HELD VIA ZOOM VIDEO CONFERENCE ON <b>DECEMBER 17, 2020 AT 2:00 P.M.</b><br>COMPLETE INFORMATION CONTAINED IN THE 'PRE-BID MEETING' SECTION OF THIS IFB DOCUMENT. |                          |                   |

| <b>SUBMISSION DEADLINE FOR BID SUBMISSIONS (BID OPENING DATE &amp; TIME)</b> |                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid Opening Date and Time:</b>                                            | <b>JANUARY 7, 2020 AT 1:30 P.M. CST</b>                                                                                                                                                                                                                                                                                           |
| <b>Bid Opening Location:</b>                                                 | <b>City of Bentonville Community Development</b><br>Council/Planning Commission Chambers<br>305 SW A Street<br>Bentonville, AR 72712<br><i>Purchasing will be on-site to receive hand delivered bid submissions 15 minutes prior to the Bid Opening time.</i>                                                                     |
| <b>Deadline for Bid Submissions Delivered in Advance to City Hall:</b>       | <b>JANUARY 7, 2020 AT 1:15 P.M. CST</b><br><i>*All Bid Submissions delivered AFTER this deadline should be delivered ONLY to the Bid Opening location prior to the Bid Opening time. The City shall not be responsible for late bid submissions for any reason, including failure to adhere to the submission specifications.</i> |

| <b>DELIVERY OF BID SUBMISSION</b>                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Location for Bids Delivered Prior to 1:15PM on JANUARY 7, 2020:</b> | <b>City Hall – ATTN: Purchasing Office</b><br>117 W. Central Ave. Bentonville, AR 72712                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Bid Submission Requirements:</b>                                    | All bids must be received by the Purchasing Office prior to the date and time listed herein for the bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: <ul style="list-style-type: none"><li>- Solicitation ID (IFB Number)</li><li>- Bidder's Name/Company Name</li></ul> Bids which must be opened to be identified may be rejected.<br>Bids which are not sealed or are opened upon delivery will not be accepted.<br>Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception.<br>In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission at the designated location on or before the bid opening date and time. |

|                                                                                                                        |                                   |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>Deadline for Submission of Requests for Information, Questions or Clarifications:</b>                               | DECEMBER 31, 2020 – 4:30 P.M. CST |
| <i>Questions should be submitted only to the Purchasing Office via the information contained in this IFB document.</i> |                                   |



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

### EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

**Unsigned bids will be rejected - no exceptions.**

Name of Firm: Empire Group Property Mgmt Phone Number: 479-601-7436  
Business Address (Full Street/City/State/Zip): 12 W. Dickson St., Ste 1667, Fayetteville, AR 72702  
Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): X Yes \_\_\_ No  
Name of Contact Person: Dan Bush Email: danbush@empirelawns.com  
Signature of Authorized Person: [Redacted] Date: 1/4/21  
Printed or Typed Name: Dan Bush Title: President  
Arkansas Contractors License Number (REQUIRED): \_\_\_\_\_  
Sales or Use Tax ID Number: [Redacted]

*[This space has been intentionally left blank]*



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## **INTENT**

The intent of this Invitation for Bid is for weekly cycles of park mowing services to be performed at the various City Park locations defined herein for the City of Bentonville, Arkansas for the 2021 season. The awarded Bidder will be required to sign a binding contract, renewable for two additional one-year terms for a total maximum term of three years.

## **REQUIRED RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS**

The following documents must be complete to provide a complete bid response package:

- IFB document, all response fields complete.
- \$500.00 Bid Guarantee: As defined in the 'BID GUARANTEE' section of this Invitation for Bid.
- Proof of insurance or the ability to obtain the required insurance.
- Appendix A: Bidder Qualifications

**All pricing must be entered on pricing sheet ("no bid" is an acceptable entry).**

## **BID GUARANTEE**

All bids must be accompanied by a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of **five hundred dollars (\$500.00)**, payable without condition to the City of Bentonville. Personal checks and company checks are NOT acceptable as a bid guarantee.

Bids received that do not include a bid guarantee, as specified in this Invitation for Bid, will be rejected.

## **CONTRACT TERM:**

The term for the awarded contract will be one (1) year, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

## **PRE-BID MEETING**

There will be a Non-Mandatory/Optional Pre-Bid Meeting held via a Zoom Video Conference on December 17, 2020 at 2:00 P.M. CST. Attendance to the Pre-Bid Meeting is optional, but highly encouraged. Please use the below information to join the Zoom Video Conference.

**Topic: IFB-20-75 Optional Pre-Bid Meeting (Parks Mowing)**

**Time: Dec 17, 2020 02:00 PM Central Time (US and Canada)**

**Join from PC, Mac, Linux, iOS**

**or Android: <https://bentonville.zoom.us/j/84041983827?pwd=eERWSHV0YnQ2Q01oZmtsSTlIMFNBQT09>**

**Password: 147996**

**Or Telephone:**

**Dial:**

**USA 720 514 4182**

**USA 8883405470 (US Toll Free)**

**Conference code: 245357**



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## SCOPE

Bidder agrees to furnish all labor and equipment necessary to perform weekly cycles of parks mowing services. The average number of mows per year for each location listed herein is 30 (thirty) mows per year; however, the City reserves the right to add or remove cycles of mowing throughout the Contract term based on vegetation growth, budgetary considerations and as is in the City's best interest.

Each cycle will include all services that are industry standard when performing parks mowing services, including but not limited to: edging of grass, litter and debris removal (prior to and post mowing), trimming of branches, weed-eating, leaf blowing, blowing off debris or clippings from sidewalks, curbs, streets, trails and driveways. Parks mowing services also include the trimming of tree canopies over trails or walkways where applicable to an eight-foot (8') canopy. The City of Bentonville expects the awarded bidder to uphold a high standard of excellence in their mowing procedures, ensuring that the City's parks are well maintained for patrons to enjoy.

The City reserves the right to inspect parks where cycles have been completed and to withhold payment for cycles that have not been completed.

The City reserves the right to inspect any and all equipment to be used by the awarded Bidder prior to beginning services to ensure that the equipment is suitable to perform the services as described herein..

## SCOPE continued

Bidder and the City agree that certain weather and growth related circumstances may require the mowing cycles to be delayed. Examples of such circumstances would be inclement weather and below average growth periods or seasons. Any delays or scheduling changes shall be communicated in writing between the City and the awarded Bidder. The City shall have the final determination of when grounds are able to be mowed or when the cycle requires rescheduling.

## DELIVERY

The City of Bentonville requests that the parks mowing services begin within ten (10) days from the date the Notice of Award is issued. If this schedule cannot be met, Bidder must specify the date that Bidder is available to begin services. Failure to state a date of availability obligates the Bidder to begin services within the City's requested timeline. Extended service start dates may be considered when in the best interest of the City.

*\*The City estimates recommending award at City Council in February or March of 2021.*

Date available to begin services: 2/1/21

## EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## **INSURANCE**

All bids must contain a Letter of Intent (LOI) from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the company submitting a bid.

The awarded Bidder will be required to provide the following Certificates of Insurance prior to beginning services for the City:

- Workers Compensation: As required by the State of Arkansas
- Comprehensive General Liability (Broad Form) in the amount of \$1,000,000.00

## **INDEMNIFICATION**

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

## **DAMAGES**

Any damage occurring to City(public) or private property within the worksite areas, including but not limited to turf damage, shall be corrected at the awarded Bidder's expense.

## **PROFESSIONAL CONDUCT AND ATTIRE**

The awarded Bidder shall have an established code of uniformity that achieves a cohesive, professional and safe appearance and functionality that portrays credibility, unity and quality of service. The awarded Bidder and any of the awarded Bidder's employees working on City property or otherwise performing work under the IFB-20-75 awarded Contract is required to display a professional appearance, including grooming, cleanliness, and attire. Uniforms shall be free from holes, tears and excessive staining. Sleeveless shirts, cut shirts, and clothing depicting inappropriate or unprofessional images or verbiage is strictly prohibited while performing work on City property. Failure to adhere to these requirements will be considered a performance failure and may result in termination of the Contract.

## **RIGHT TO ADD OR REMOVE CYCLES OR LOCATIONS**

The Parks and Recreation Department may deem it necessary to remove Parks mowing locations from the Bid Award or during the awarded Contract term at any time, according to what is in the City's best interest and in consideration of the Parks and Recreation Department's budget for the Parks mowing services.

The City reserves the right to add or remove mowing cycles from any location and to remove locations at any time throughout the term of the awarded Contract.



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## REFERENCES

The City reserves the right to request references and any other information needed from the apparent low bidder(s) for the City to determine the Bidder's eligibility and qualifications for the performance of the work described herein, and to use this information in the evaluation for award of the Contract. The City reserves the right to contact any provided references.

The City reserves the right to use any Bidder's past record of performance with the City in the evaluation for award of the Contract.

## INVOICING

Bidder shall provide an invoice to the City's Accounts Payable office monthly upon the conclusion of each month's mowing cycles. All invoices submitted must be pre-approved by the Bentonville Parks and Recreation Grounds Foreman or his designated assignee. Payment will be made only for completed mowing cycles, as approved by the Bentonville Parks and Recreation Grounds Foreman or his designated assignee.

***City of Bentonville  
ATTN: Accounts Payable  
117 West Central Ave.  
Bentonville, AR 72712***

Invoices submitted on time and to the correct address will be paid within 14 days of receipt.

## PAYMENT TERMS



Net 30 days



Other: \_\_\_\_\_

**Registered with the Secretary of State's Office to Conduct Business in the State of Arkansas:**

X

Yes \_\_\_\_\_ No

*[This space has been intentionally left blank]*



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

### Contractor/Vendor Disclosure

Company Name: Empire Group Property Management

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

Immediate Relation includes:

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

None

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



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)  
**CITY OF BENTONVILLE, ARKANSAS**  
**PURCHASING DEPARTMENT**

**INSTRUCTIONS TO BIDDERS**

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3<sup>rd</sup> party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3<sup>rd</sup> party source other than hand delivered.
2. **DEFINITIONS (AS USED HEREIN):**
  - a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$20,000 and over. The acronym "IFB" means Invitation for Bid.
  - b. The term "bid" means the offer by the bidder.
  - c. The term "bidder" means the person or organization responding to the solicitation.
  - d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
  - e. The term "change order" means a written order from the Purchasing department directing the contractor to make changes to a contract.
  - f. The term "City" means the City of Bentonville, Arkansas.
  - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

Each bidder shall furnish the information required in the solicitation. The bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature and included with the bid response.

Unit price for each unit offered must be provided. The unit price will be presumed correct.

The bidder must state a definite time for delivery of supplies or performance of services.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.
5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening or within two (2) business days of notification from the City with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.

6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712

(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable office, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.

The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.

Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

In the event of two or more identical low bids, award will be made to the most responsive and responsible bidder, as determined in the bid evaluation process.

No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Assistant Finance Director of the City.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712

(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.
- The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.
- All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.
21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
- First to bidder offering firm prices for full contract period; and
  - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. Termination for Convenience  
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  2. Termination for Cause  
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
  3. Termination Due to Unavailability of Funds  
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712

(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
  1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
  2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
  3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  5. Approved price changes are not applicable to orders already issued and in process at time of price change.
  6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
  7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
  8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
  9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
  10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

### **SPECIFICATIONS**

Bidder must indicate, “AS SPECIFIED”, by placing an “X” in the designated space following specifications. Bidder must also provide additional information where indicated.

| <b>SPECIFICATION</b>                                                                                                                                                                                                                                     | <b>BIDDER MUST INDICATE “AS SPECIFIED” BY PLACING AN “X” IN THIS COLUMN.</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Bidder shall coordinate all schedules and delays with the City’s designated contact for parks mowing.                                                                                                                                                    | X                                                                            |
| Bidder will use only equipment standard to a professional landscaping business and suitable for performing parks mowing services.                                                                                                                        | X                                                                            |
| Bidder will have equipment available for inspection by the City prior to beginning services.                                                                                                                                                             | X                                                                            |
| Parks mowing services will only be permitted to be performed from 7:00 A.M. to 7:00 P.M Monday through Friday, and in accordance with the City of Bentonville Noise Ordinance. Mowing services are only permitted to be performed during daylight hours. | X                                                                            |
| Bidder understands that the City seeks to provide the patrons of Bentonville with high quality, well maintained parks and that the awarded bidder will be expected to be professional, detail oriented, and quality driven.                              | X                                                                            |
| Bidder agrees that they will be required to notify the City’s designated contact for parks mowing no less than five (5) days prior to performing a mowing cycle and within 24 hours of completing each mowing cycle.                                     | X                                                                            |
| Bidder understands that litter removal may be required prior to mowing and at the conclusion of mowing to ensure that litter does not become spread, cause property damage, or cause an unsightly appearance.                                            | X                                                                            |
| Bidder understands that the expected uniform grass height will be between 2.5 to 3 inches in height and that some hand trimming of vegetation may be required around fixed objects.                                                                      | X                                                                            |
| Bidders understands that grass clipping or other debris accumulation created by mowers or otherwise by performance of Bidder’s work must be dispersed, mulched or picked-up.                                                                             | X                                                                            |



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712

(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

SPECIFICATIONS CONT..

| SPECIFICATION                                                                                                                                                                                                                                                                                                       | BIDDER MUST INDICATE "AS SPECIFIED" BY<br>PLACING AN "X" IN THIS COLUMN. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Bidder understands that mowing services shall not be performed in conditions saturated to the point that turf damage or rut damage would occur and that any such damage as a result of the mowing operation would require the Bidder to repair the damaged area(s) at no cost to the City, as directed by the City. | X                                                                        |
| Bidder will complete the mowing cycle within (5) working days of commencement of work.                                                                                                                                                                                                                              | X                                                                        |
|                                                                                                                                                                                                                                                                                                                     |                                                                          |
| Turf tires may be required where the City deems necessary. The City shall have the right to make the final determination of tire requirements for specific parks.                                                                                                                                                   | X                                                                        |
| All rotary type mowers shall be equipped with a chute guard or chute guard blocker to restrict foreign objects from being thrown out of the cutting unit enclosures.                                                                                                                                                | X                                                                        |
| Bidder will conduct the mowing operations within the parks system at a time of day (usually early morning) when there are the least amount of patrons within the park that is being mowed.                                                                                                                          | X                                                                        |
| Bidder understands that some park locations will include trails and that all trails must be mowed through the easement (10-feet on each side of the trail) unless the trail is on City property, in which case the areas must be mowed to the property lines.                                                       | X                                                                        |
| Bidder agrees that in parks where applicable, all tree canopy that is over trails or walkways shall be kept at an 8-foot canopy to keep branches, limbs, etc. from encroaching upon walkways.                                                                                                                       | X                                                                        |

**Detail Notes**

**(Optional):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE - CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
(479) 271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## PRICING SHEET

Bid prices shall include all costs, including but not limited to: tax and delivery fees to the City of Bentonville, Arkansas. The City of Bentonville tax rate is 9.5%. All locations are located within the City of Bentonville, Arkansas.

The Bid Award will be made based on the most responsible and lowest Total Bid Price. The Total Bid Price will be the sum of the weekly cost for all locations, and is intended only for the City's use in the comparison of bids.

The awarded Bidder will only be compensated for completed mowing cycles at each location. The City reserves the right to withdraw or add any mowing cycles at any time for the locations specified, as well as the right to withdraw locations at any time throughout the term of the contract.

Bidders are responsible for making themselves familiar with the properties where the services are to be performed prior to submitting a bid.

An \* indicates that a trail is present

| PARK OR TRAIL NAME AND ADDRESS                                                                   | APPROXIMATE ACREAGE,<br>MILEAGE OR FEET | PRICE PER WEEKLY MOW (CYCLE) |
|--------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------|
| ORCHARDS PARK<br>Includes Legacy<br>Excludes "Wildflower Meadow"<br>1100 NE John Deshields Blvd. | 14 ACRES                                | \$ <u>919.80</u>             |
| PHILLIPS PARK<br>Excludes Sports Fields<br>3108 SE J Street                                      | 12 ACRES                                | \$ <u>788.40</u>             |
| LAKE BENTONVILLE<br>2100 SW I Street                                                             | 3 ACRES                                 | \$ <u>197.10</u>             |
| BENTONVILLE COMMUNITY CENTER<br>Excludes Soccer Fields                                           | 26 ACRES                                | \$ <u>1708.20</u>            |
| MEMORIAL PARK<br>Excludes Sports Fields and Common<br>Areas of Baseball & Softball Fields        | 44 ACRES                                | \$ <u>2890.80</u>            |

**TOTAL BID PRICE: \$** 6,504.30

The sum of the weekly mow prices for all locations listed.  
Used only for the comparison of bids.



IFB-20-75

### ESTIMATED PARK CONTRACT BOUNDARIES

---

These maps are being distributed as additional information/clarification for parks included in the Scope of Work for IFB-20-75-Parks Mowing Services. This information is estimated and is not intended to replace Bidder's field verifications; Bidders are responsible for field verifying areas to be mowed and fully informing themselves of the Scope of Work prior to submitting a bid.

**Notes:**

- 1) Included mow areas have been highlighted in blue on the attached maps; darker blue/less transparent highlights (Ex. Phillips Park) indicate areas not included in the scope (such as playing areas).
- 2) Memorial Park Map: Scope excludes all sports playing surfaces; these areas have not been highlighted in darker blue/less transparent highlights. Scope does include the common areas between and/or around fields.
- 3) Lake Bentonville: This map is not reflective of recent improvements/changes. Bidders are encouraged to visit this site (and others) to fully inform themselves of the property to be mowed.

**Maps Included in this Packet:**

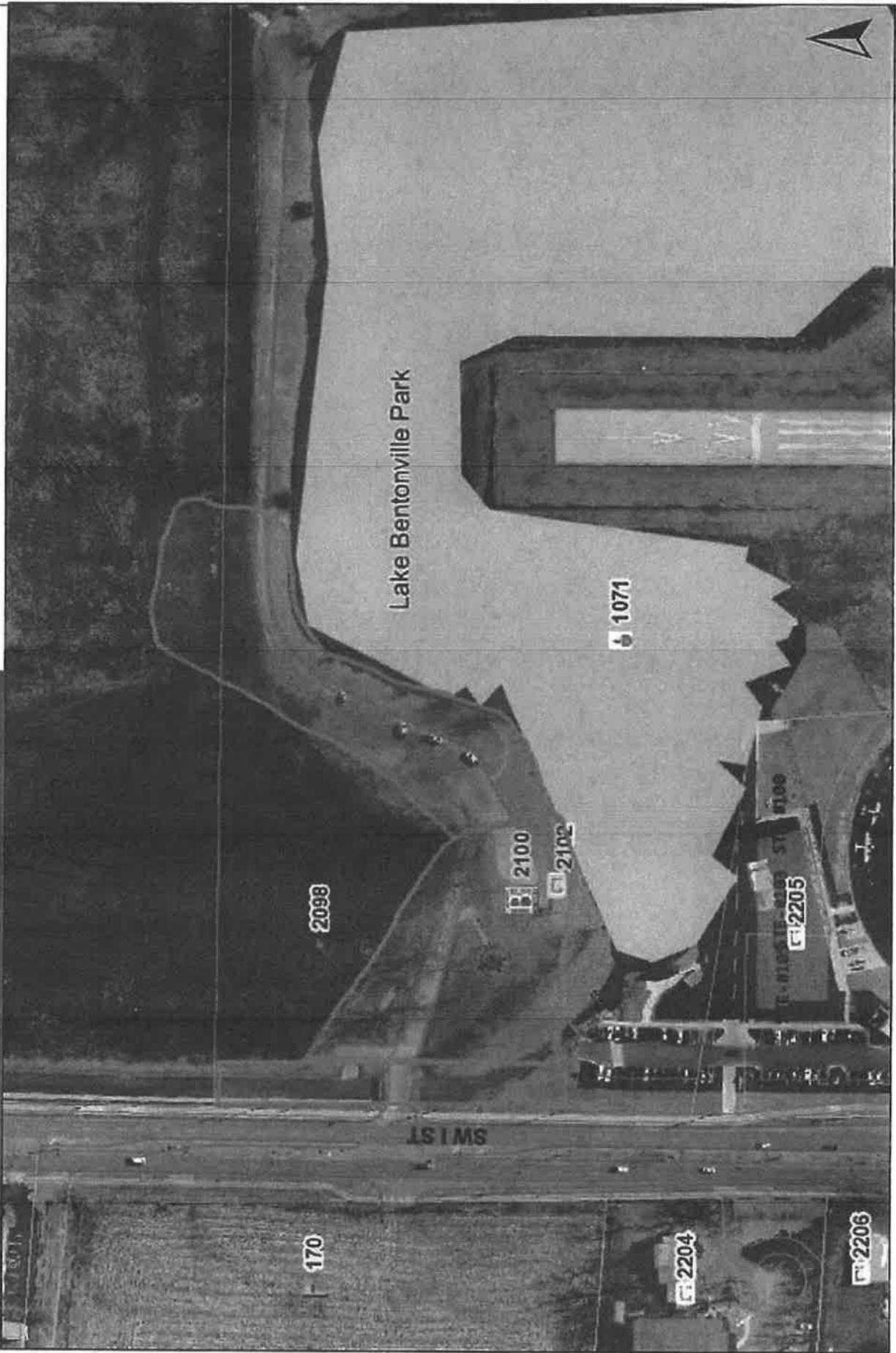
- Memorial Park Contract Boundaries
- Bentonville Community Center Contract Boundaries
- Phillips Park Contract Boundaries
- Lake Bentonville Contract Boundaries
- Orchards Park Contract Boundaries

*1288* 1/4/21



# City of Bentonville Master Map

Map Title



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

# City of Bentonville Master Map



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.







**ADDENDUM TO BID**  
**BID NUMBER: IFB-20-75**

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: DECEMBER 18, 2020

RE: 2021 PARKS MOWING SERVICES

FROM: City of Bentonville, Arkansas  
117 W. Central Avenue  
Bentonville, Arkansas 72712

TO: Prospective Bidders

This addendum modifies the original bidding document(s) dated December 6, 2020. *Bidders are required to acknowledge receipt of this addendum by including it in their bid submission. Failure to acknowledge this addendum may result in rejection of the bid submission.*

***This Addendum Number 1 consists of 1 page (1).***

Bid Execution Page:

**1.0** Requirement of Arkansas State Contractor License.

**1.1** The Bid Execution Page in the original bidding documents noted that Bidder's were required to have an Arkansas State Contractor's License. This is an error.

**1.2** There is no requirement for bidder's to possess an Arkansas State Contractor's License.

Bid Opening Date (Year):

**2.0** Bid Opening Date Year listed in the original bidding documents contains a typographical error.

**2.1** The original bidding documents state a bid opening date and submission deadline information of January 7, 2020, containing a typographical error in the year.

**2.2** The correct year for the bid opening date and submission deadline information is 2021; January 7, 2021.

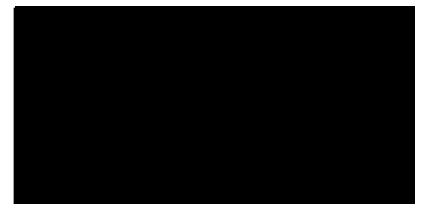
Chute Guard/Chute Guard Blocker:

**3.0** Original bidding documents require that rotary type mowers be equipped with a chute guard or chute guard blocker.

**3.1** Clarification: rotary type mowers shall be equipped with a chute guard or chute guard blocker and the awarded bidder shall use this blocker to restrict foreign objects from being thrown out of the cutting unit enclosures.

**3.2** This does not apply to rear discharge mowers, which is the City's preferred type of mower for reducing discharge of foreign objects.

[ End of Addendum Number 1 ]





**ADDENDUM TO BID**  
**BID NUMBER: IFB-20-75**

ADDENDUM NUMBER: 2

DATE OF ISSUANCE: DECEMBER 31, 2020

RE: 2021 PARKS MOWING SERVICES

FROM: City of Bentonville, Arkansas  
117 W. Central Avenue  
Bentonville, Arkansas 72712

TO: Prospective Bidders

This addendum modifies the original bidding document(s) dated December 6, 2020. Bidders are required to acknowledge receipt of this addendum by including it in their bid submission. Failure to acknowledge this addendum may result in rejection of the bid submission.

**BIDDERS NOTE!!! THIS ADDENDUM CONTAINS A REQUIRED RESPONSE DOCUMENT – INCLUSION OF THE REQUIRED RESPONSE DOCUMENT IS REQUIRED IN ANY BID SUBMISSION TO IFB-20-75.**

***This Addendum Number 2 consists of 3 page (s).***

Required Response Documents

**1.0 Appendix A**

- 1.1** The City became aware that the bidding documents stated a requirement for completion of Appendix A –Bidder Qualifications, and inclusion in any bid submission to IFB-20-75; however, Appendix A was not included in the original bidding documents.
- 1.2** Appendix A has been included in this Addendum Number 2 on Pages 2 and 3. Bidders are required to complete this Required Response Document and include it in any bid submission to IFB-20-75. Failure to include this Required Response Document may result in rejection of the bid submission.

*[Appendix A included on the following pages...]*



**ADDENDUM TO BID**  
**BID NUMBER: IFB-20-75**

**APPENDIX A**  
**IFB-20-75**

---

**BIDDER QUALIFICATIONS**  
**(REQUIRED RESPONSE DOCUMENT)**



## ADDENDUM TO BID

**BID NUMBER: IFB-20-75**

### **BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**

Bidders shall provide at least three references from within the last three (3) years in the space provided below. References provided must be from the performance of the same or similar type of work as described in the IFB-20-75 bidding documents.

The City reserves the right to contact references provided and use the information obtained in the evaluation of Bidder's bid submission.

| Contact Name                                    | Contact Phone Number | Description of Work | Date/Date Range When Services Were Performed                |
|-------------------------------------------------|----------------------|---------------------|-------------------------------------------------------------|
| City of Springdale<br>Brad Baldwin              | 479-50-8105          | Lawn Mowing         | 2019 mowing season,<br>Current mowing through<br>indefinite |
| Fayetteville Boys/Girls<br>Club<br>Eric Schuktt | 479-442-9242         | Lawn Mowing         | 2014 mowing season<br>through indefinite                    |
| City of Bentonville<br>Tony Davis               | 479-464-7275         | Lawn Mowing         | 10/2018 through<br>Present                                  |
|                                                 |                      |                     |                                                             |
|                                                 |                      |                     |                                                             |

#### **OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):**

---

---

---

---

---

---

---

---

---

---



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                |                                                                              |               |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>PAYCHEX INSURANCE AGENCY, INC.<br>150 SAWGRASS DRIVE<br>ROCHESTER, NY 14620 | <b>CONTACT NAME:</b> Paychex Insurance Agency Inc                            |               |
|                                                                                                | <b>PHONE (A/C, NO, EXT):</b> 877-266-6850 <b>FAX (A/C, No):</b> 585-389-7426 |               |
|                                                                                                | <b>E-MAIL ADDRESS:</b> Certs@paychex.com                                     |               |
| <b>INSURED</b><br>DANNY BUSH INC<br>7515 W WEDINGTON DR<br>FAYETTEVILLE, AR 72704              | <b>INSURER(S) AFFORDING COVERAGE</b>                                         | <b>NAIC #</b> |
|                                                                                                | <b>INSURER A:</b> Wesco Insurance Company                                    | 25011         |
|                                                                                                | <b>INSURER B:</b>                                                            |               |
|                                                                                                | <b>INSURER C:</b>                                                            |               |
|                                                                                                | <b>INSURER D:</b>                                                            |               |
|                                                                                                | <b>INSURER E:</b>                                                            |               |
|                                                                                                | <b>INSURER F:</b>                                                            |               |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------|
| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>CERTIFICATE NUMBER:</b> | <b>REVISION NUMBER:</b> |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                            |                         |

| INSR LTR | TYPE OF INSURANCE                                                                                                                            | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                  |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------|
|          | <b>GENERAL LIABILITY</b>                                                                                                                     |           |          |               |                         |                         | EACH OCCURRENCE \$                                                                      |
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                                        |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                                            |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                                                                          |           |          |               |                         |                         | MED EXP (Any one person) \$                                                             |
|          |                                                                                                                                              |           |          |               |                         |                         | PERSONAL & ADV INJURY \$                                                                |
|          |                                                                                                                                              |           |          |               |                         |                         | GENERAL AGGREGATE \$                                                                    |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                                                           |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$                                                               |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC                                                |           |          |               |                         |                         | \$                                                                                      |
|          | <b>AUTOMOBILE LIABILITY</b>                                                                                                                  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                                                  |
|          | <input type="checkbox"/> ANY AUTO                                                                                                            |           |          |               |                         |                         | BODILY INJURY (Per person) \$                                                           |
|          | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS                                                            |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                                         |
|          | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                                                                |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                                       |
|          |                                                                                                                                              |           |          |               |                         |                         | \$                                                                                      |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR                                                                        |           |          |               |                         |                         | EACH OCCURRENCE \$                                                                      |
|          | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                                                                    |           |          |               |                         |                         | AGGREGATE \$                                                                            |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                           |           |          |               |                         |                         | \$                                                                                      |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                         |           |          | WWC3486874    | 09/13/2020              | 09/13/2021              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |           | N/A      |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000.00                                                      |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                       |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00                                              |
|          |                                                                                                                                              |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00                                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

|                           |                                                                                                                                                                                       |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b> | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                           | <b>AUTHORIZED REPRESENTATIVE</b><br>                                                                                                                                                  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                             |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |       |            |                          |        |       |            |                            |  |       |            |                               |  |       |            |  |  |  |            |  |  |  |            |  |  |  |
|-------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|--------------------------|--------|-------|------------|----------------------------|--|-------|------------|-------------------------------|--|-------|------------|--|--|--|------------|--|--|--|------------|--|--|--|
| <b>PRODUCER</b><br><br>John Ogden(180437X)<br>2367 N Green Acres Rd Ste 2<br><br>Fayetteville AR 72703-2839 |                               | <b>CONTACT NAME:</b><br><br><b>PHONE</b><br>(A/C, NO, EXT): 479-521-8684<br><b>FAX</b><br>(A/C, NO): 479-521-4063<br><b>E-MAIL ADDRESS:</b> jogden@farmersagent.com                                                                                                                                                                                                                                                                                                                                              |       |            |                          |        |       |            |                            |  |       |            |                               |  |       |            |  |  |  |            |  |  |  |            |  |  |  |
| <b>INSURED</b><br><br>DANNY BUSH, INC<br>7515 W WEDINGTON DR<br><br>FAYETTEVILLE AR 72704                   |                               | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"><tr><td>INSURER A:</td><td>Truck Insurance Exchange</td><td>NAIC #</td><td>21709</td></tr><tr><td>INSURER B:</td><td>Farmers Insurance Exchange</td><td></td><td>21652</td></tr><tr><td>INSURER C:</td><td>Mid Century Insurance Company</td><td></td><td>21687</td></tr><tr><td>INSURER D:</td><td></td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table> |       | INSURER A: | Truck Insurance Exchange | NAIC # | 21709 | INSURER B: | Farmers Insurance Exchange |  | 21652 | INSURER C: | Mid Century Insurance Company |  | 21687 | INSURER D: |  |  |  | INSURER E: |  |  |  | INSURER F: |  |  |  |
| INSURER A:                                                                                                  | Truck Insurance Exchange      | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 21709 |            |                          |        |       |            |                            |  |       |            |                               |  |       |            |  |  |  |            |  |  |  |            |  |  |  |
| INSURER B:                                                                                                  | Farmers Insurance Exchange    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 21652 |            |                          |        |       |            |                            |  |       |            |                               |  |       |            |  |  |  |            |  |  |  |            |  |  |  |
| INSURER C:                                                                                                  | Mid Century Insurance Company |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 21687 |            |                          |        |       |            |                            |  |       |            |                               |  |       |            |  |  |  |            |  |  |  |            |  |  |  |
| INSURER D:                                                                                                  |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |       |            |                          |        |       |            |                            |  |       |            |                               |  |       |            |  |  |  |            |  |  |  |            |  |  |  |
| INSURER E:                                                                                                  |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |       |            |                          |        |       |            |                            |  |       |            |                               |  |       |            |  |  |  |            |  |  |  |            |  |  |  |
| INSURER F:                                                                                                  |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |       |            |                          |        |       |            |                            |  |       |            |                               |  |       |            |  |  |  |            |  |  |  |            |  |  |  |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDTL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                 |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------|
| C        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                                               | N          | N        | 606760947     | 09/09/2020              | 09/09/2021              | EACH OCCURRENCE \$ 1,000,000                                           |
|          | DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000                                                                                                                                                                                                             |            |          |               |                         |                         |                                                                        |
|          | MED EXP (Any one person) \$ 5,000                                                                                                                                                                                                                                |            |          |               |                         |                         |                                                                        |
|          | PERSONAL & ADV INJURY \$ 1,000,000                                                                                                                                                                                                                               |            |          |               |                         |                         |                                                                        |
|          | GENERAL AGGREGATE \$ 2,000,000                                                                                                                                                                                                                                   |            |          |               |                         |                         |                                                                        |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:                                                                                                         |            |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                    |
| C        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |            |          | 605050599     | 10/25/2020              | 10/25/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                       |
|          | BODILY INJURY (Per person) \$                                                                                                                                                                                                                                    |            |          |               |                         |                         |                                                                        |
|          | BODILY INJURY (Per accident) \$                                                                                                                                                                                                                                  |            |          |               |                         |                         |                                                                        |
|          | PROPERTY DAMAGE (Per accident) \$                                                                                                                                                                                                                                |            |          |               |                         |                         |                                                                        |
|          |                                                                                                                                                                                                                                                                  |            |          |               |                         |                         |                                                                        |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                    |            |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                               |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                              | N/A        |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> \$ |
|          | E.L. EACH ACCIDENT \$                                                                                                                                                                                                                                            |            |          |               |                         |                         |                                                                        |
|          | E.L. DISEASE - EA EMPLOYEE \$                                                                                                                                                                                                                                    |            |          |               |                         |                         |                                                                        |
|          |                                                                                                                                                                                                                                                                  |            |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                         |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
7515 W WEDINGTON DR, FAYETTEVILLE, AR 72704

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
John Ogden



## Agenda Item Form

|                              |                                 |
|------------------------------|---------------------------------|
| Date of City Council Meeting | 9-Feb-21                        |
| Department                   | Parks and Recreation Department |
| Submitted by                 | David Wright                    |
| Phone                        | (479) 271-6813                  |

|                                                                                                                                                                                                                                           |                                       |                                        |                                    |                                                |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                  |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                             |                                       |                                        |                                    |                                                |                                    |
| <b>Council approval of a resolution authorizing a contract amendment to Ecological Design Group, in the amount of \$466,500 to include the street design of SW Bright Road to SW 28th Street as part of the 28th Street Park Project.</b> |                                       |                                        |                                    |                                                |                                    |

|                                                                                                                                                                               |                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                                                                                                                | \$466,500.00                                                        |
| Is this Item Budgeted?                                                                                                                                                        | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b>                                                                                       |                                                                     |
| <b>This design project will be funded through City reserves. If the bond is approved in April, the intent is to pay for street constructions via the Transportation Bond.</b> |                                                                     |



# Memo



To: Mayor Orman and City Council

From: David Wright, Parks and Recreation Director

CC:

Date: January 19, 2021

Re: Contract Amendment for 28<sup>th</sup> Street Park to include SW Bright Road Extension.

---

In August 2020, Parks and Recreation Staff presented Council a project / design update for the 28<sup>th</sup> Street Park. Since this time, design work has continued, the project has been vetted with Planning and Engineering Departments and approved by the Planning Commission. As we are conducting the final steps of the design, a process that includes reviewing the budget, I reached out to Finance Director Jake Harper and Transportation Director Dennis Birge for one final discussion regarding the project and how it relates to the future SW Bright Road.

The August 2020 Presentation showed City Council how our design team, Ecological Design Group, provided us with three options for the road project that provides access to the parking lot. You may recall, the City currently owns the land to continue Bright Road from SW Regional Airport Road to our property and further north to SW 28<sup>th</sup> Street. If Parks and Recreation moves forward with constructing the park immediately, we will construct Option A (see attached worksheet). However, the Master Street Plan identifies SW Bright Road extension as a high priority. And the possibility of a Transportation Bond indicates this extension from SW Regional Airport Blvd to SW 28<sup>th</sup> Street could occur sooner than later. If Parks and Recreation started construction today and constructed Option A, the Transportation Department in the not too distant future, would return to extend the road, disrupting service for the new park and possibly having to replace some of the work already performed.

In a meeting with Transportation Director Dennis Birge and Finance Director Jake Harper, we discussed how instead of the City moving forward with two separate projects with multiple contractors, subcontractors, mobilization fees, project managers and other expenses, we should consider merging the two projects into one larger project in order to construct both projects at an overall lower cost to the taxpayers.

We then approached our design team and construction manager, EDG and Flintco, respectively. We presented our opportunity and sought their professional opinion if we were accurate. Both firms confirmed merging the projects could produce cost savings and simplify the overall project. Flintco indicated the savings could be 5% for the road project. When we discussed the possibility of amending our agreements to include the road extension, both groups indicated they could help with the potential merge. EDG has offered the proposed amendment included in this agenda item for design services. They agreed to an aggressive design timeline so both projects could be constructed simultaneously without too much delay to the park project. Flintco said they will continue to provide CM services and cost estimation for the street portion at no additional fee. Flintco suggested we may bid the road as an alternate. Once the bids are received, if the City is comfortable with the road construction price, we can then amend their agreement for CM Services to include the road. If we prefer to take the road and bid it separately, we may do so with no obligation to them.

Based on these agreements with EDG and Flintco, City Staff is requesting Council approval to amend the current agreement with Ecological Design Group, in the amount \$466,500. This will allow the City to begin the immediate design of the Bright Road extension from SW Regional Airport Road to SW 28<sup>th</sup> Street. When the design is completed in Summer 2021 and funding is in place for both the park and the road, the City can move forward with one or both sections of the project.

In addition, the fee increase includes the CLOMR/LOMR studies and a Cultural Resources Survey (CRS) as noted in allowance 3 of the agreement. Due to the fact site work is being performed in sensitive areas tied to the development of the road and the park, the City must comply with FEMA and USACE land development requirements. These studies and CRS will allow the City to develop responsibly within these areas.

Following the design of the road and the completion of the CLOMR/LOMR, we will be in position to move forward with the overall project. If the project can be constructed as one large project, there many immediate benefits. First, the City will see an immediate cost savings between the two combined projects. Next, and possibly most important, the park will be much more accessible for residents who reside south of SW Regional Airport Blvd. Finally, we will see an improvement with traffic flow around the adjacent schools helping relieve the burden of nearby corridors.

If you have any questions, please call me at 479.271.6813.

*Attachments:*

*Conceptual Diagram*  
*Contract Amendment from EDG*

## David Wright

---

**From:** Patrick Horath <PHorath@flintco.com>  
**Sent:** Thursday, January 14, 2021 5:29 PM  
**To:** Wade Tomlinson  
**Cc:** David Wright; John English  
**Subject:** RE: 28th Street Park Phasing Update

Wade,

We have spoken with a few site contractors and based on the size of the project and the adjacencies, they would expect their bid to be reduced by 4%-5% if the projects were combined. Base on the assumption that work will cost around 4M, there could be a saving of around \$200,000.00. A portion of this savings is efficiencies in the work being simultaneous, there are savings in surveying costs, and also management costs for them such as multiple billing entities, multiple contracts and meeting coordination. Splitting them up could also result in additional Geotechnical service charges. If the projects were not simultaneous, there would also be a remobilization cost which could range between \$20,000 and \$30,000 depending on the contractor. Managing this work under our existing contract would not require additional general condition costs, and since most of this work would be performed by one trade, we could add this portion of work at lower fee such as 2%. Completing the work simultaneously will avoid the potential for coordination issues that result in change orders since both sets of plans will be under one contract. Please let us know if you have any additional questions.

Patrick Horath  
Project Director // Flintco, LLC  
479-306-6263 (d) // 479- 879-3371 (c)  
[www.flintco.com](http://www.flintco.com)



---

**From:** Wade Tomlinson <wtomlinson@bentonvillear.com>  
**Sent:** Thursday, January 14, 2021 8:15 AM  
**To:** Patrick Horath <PHorath@flintco.com>; Adam Davis <adam.davis@flintco.com>  
**Cc:** David Wright <dwright@bentonvillear.com>; John English <john.english@flintco.com>  
**Subject:** RE: 28th Street Park Phasing Update

Thanks Patrick.

---

**From:** Patrick Horath <PHorath@flintco.com>  
**Sent:** Thursday, January 14, 2021 8:14 AM  
**To:** Wade Tomlinson <wtomlinson@bentonvillear.com>; Adam Davis <adam.davis@flintco.com>  
**Cc:** David Wright <dwright@bentonvillear.com>; John English <john.english@flintco.com>  
**Subject:** 28th Street Park Phasing Update

Wade,

It took a little longer than expected to get the information out of our site contractor, I just need to confirm one thing today and we will send you the information we talked about last week.

Patrick Horath  
Project Director // Flintco, LLC

479-306-6263 (d) // 479- 879-3371 (c)

[www.flintco.com](http://www.flintco.com)





April 14, 2020 **\_amended January 07, 2021**

Mr. David Wright  
Parks and Recreation Director  
City of Bentonville  
215 SW A St.  
Bentonville, AR 72712

**RE: Future Park at 28<sup>th</sup> Street, Bentonville Arkansas**  
**+ Future Bright Road Improvements from 28<sup>th</sup> Street to SW Regional Airport Blvd.**

Dear Mr. Wright:

Per your request, we are pleased to submit the following contract for professional services regarding the above-mentioned project. This contract is based on the proposal previously submitted for your review, and conceptual site plan and budget prepared by EDG. The scope includes extending the trail system along with providing conceptual street design as discussed in a meeting on January 14, 2020. **In addition, as requested improvements to Bright Road are included as an amendment to the existing contract within this proposal. These improvements include the intersection tie in at 28<sup>th</sup> street to the intersection tie into SW Regional Airport Blvd.**

#### **SCOPE OF SERVICES**

The purpose of the services proposed herein is to provide professional Landscape Architectural, Civil Engineering and Trail planning services necessary for Schematic Design through Bidding and Negotiation services for the planned future public park improvements.

Park development will include an all-age inclusive splash park, playground, pavilion, central green, dog park, multi-use open fields, trails, parking, maintenance facility, restrooms, lighting, and stream crossing.

Architectural services including MEP and Structural design services are part of this scope and will be provided by an Architectural sub-consultant to EDG. EDG has included Toole Design for assistance in the planning and design of all trail systems associated with the project. Additionally, several due diligence items are identified that will be provided separately from the basic services as allowances as described below in the Allowances section.

In addition to the above scope of services, EDG shall include extending the trail design southwest as follows:

Trail extension to Featherston Road, crossing and continuing to Greenhouse Road, crossing, and tying into the existing trail segment to the SW. This trail system shall run along the southern edge of Little Osage Tributary.

The ~~final~~ scope of services shall include conceptual street design for connecting SW Maple Road to Southwest Regional Airport Blvd will be included along with its integration to the Park. A trail integrated in the street design or side path will be conceptually designed from SW Maple Road to SW Bright Road Round-a-bout.

**As requested, full construction drawings including bid documents shall be prepared for Bright Road extending from and including the intersection of 28<sup>th</sup> street to SW Regional Airport Blvd. The construction drawings shall**

include all utilities and public ROW improvements associated with the roadway. In addition to Construction Administration services, Inspections, Public Outreach (including a website for the project), and Traffic Engineering for the intersections including the trail crossing. In addition, the scope of services includes allowances for geotechnical borings for the proposed street, CLOMR/LOMR, and Phase One Cultural Resources Study which may be required for USACE permitting or FEMA no rise submission.

The boundary, existing conditions, and topographic survey shall be provided by the City of Bentonville.

**BASIC SERVICES – Future 28<sup>th</sup> Street Park + Greenway Trail:**

**TASK A: Schematic Design:**

EDG's scope of work for this phase includes the following specific tasks:

1. Attend and participate in meetings and coordination with Owner as required.
2. Program review and site plan modifications.
3. Pre-design Civil Utility investigation.
4. Schematic design presentation document; and
5. Develop opinion of probable cost.

**TASK B: Design Development:**

Based on the approved Schematic Design Drawings, EDG will perform the following design development tasks:

1. Perform preliminary design calculations, including stormwater management design, infrastructure development, and site layout design.
2. Prepare a design development civil site layout plan that includes site access, layout, required street improvements, and location of site civil features in accordance with the project requirements.
3. Prepare a design development site utility plan and/or profile that includes layout of site water service and site sanitary sewer service as well as layout corridors for other utilities including but not limited to natural gas in accordance with the project requirements.
4. Prepare a design development site grading and drainage plan that includes location of stormwater management facilities as well as site grading.
5. Coordinate with subconsultant MEP engineer, and other sub-consultants regarding site utilities, site layout, and stormwater management.
6. Submit project milestone documents for Owner review including:
  - a. 50% design development drawings
  - b. 95% design development drawings.
7. Assist with evaluation of 50% and 95% design development estimated construction costs.
8. Prepare outline of site related technical specifications for coordination with other disciplines.
9. Meet with the City of Bentonville planning and engineering staff to review project; and
10. Attend and participate in meetings with the project team.

**TASK C: Large Scale Development Submittal, Agency Review, Building Permit Application**

EDG will perform the following tasks to seek approval from the City of Bentonville, and other jurisdictional agencies to begin construction of the project.

1. Attend LSD pre-submittal review meeting.
2. Submit 50% Construction Drawings as prepared during Tasks D & E to the City of Bentonville in accordance with Large Scale Development approval process outlined in the City's subdivision code of ordinances. This

includes the preparation of the following additional information beyond the construction drawings prepared in Tasks D & E:

- a. Stamped Drainage Report and associated calculations.
  - b. Preparation of the Large-Scale Development Application and associated documentation for submittal.
  - c. Additional drawings required by the City that are not included in the Construction Drawings.
3. Attend the Planning Commission Technical Review meeting.
4. Revise and edit the drawings and specifications as required based on comments received by the City of Bentonville from the Planning Commission Technical Review meeting.
5. Submit revised drawings and specifications to the City of Bentonville Planning Commission.
6. Attend the Planning Commission Meeting.
7. Assist the Client in preparation of the building permit application; and
8. Submit the Construction Drawings and specifications for the proposed water and sewer system improvements along with design calculations to the Arkansas Department of Health (ADH) for review and approval.

**TASK D: Construction Documents:**

Based on the approved Design Development drawings, EDG will perform the following tasks during the Construction Document phase:

*\*Architectural, Plumbing, Mechanical and Structural Documents shall be completed by licensed sub consultants to Ecological Design Group, Inc.*

1. Perform final design calculations, including stormwater management design, infrastructure development, and site layout design.
2. Provide design schedule.
3. Provide stamped civil site construction drawings including, but not limited to the following Drawings:
  - a. Site Preparation and Demolition Plans
  - b. Tree and Wetland Preservation Plans
  - c. Site Layout Plans
  - d. Site Utility Plans
  - e. Site Grading & Drainage Plans
  - f. Erosion Control Plans
  - g. Site Electrical Plan
  - h. Sitework Details
  - i. Site Furnishings
  - j. Site Stormwater Details
  - k. Planting Plan
  - l. Site Water and Sewer Details
  - m. *Architectural Drawings; including plumbing, mechanical and electrical.*
4. Provide technical specifications for site pavements, earthwork, site concrete, water systems, sanitary sewer systems, erosion control measures, and all sitework included in our scope of work.
5. Prepare an opinion of probable construction cost for the scope of work included on our drawings.
6. Submit Construction Drawings as prepared to the City of Bentonville in accordance with Large Scale Administrative approval.
7. Revise and resubmit plans based on City staff comments.
8. Organize and attend City pre-con and provide required information for City approval; and
9. Attend and participate in meetings with the project team. Assumes one (1) meeting/conference call per week and milestone meetings at critical portions of the project.

**TASK E: Bidding and Negotiations:**

EDG, Inc. shall assist in the bidding and negotiations for the project including:

1. Assist with bid package development and distribution.
2. Assist with bid list review and evaluation.
3. Assist with bid scope reviews; and
4. Assist with VE item selections and evaluations.

**TASK G: Architectural + MEP + Structural Services:**

Architectural services, provided by an Architectural subconsultant to EDG, including:

1. Prefabricated pavilion structural and associated restroom facility per City of Bentonville specifications.
2. Coordination of city permitting process.
3. MEP and Structural engineering services associated with Architectural services

**TASK H: Conceptual Street Design including Trail:**

EDG will provide conceptual street design including trail connecting SW Maple Road to SW Regional Airport Road with the trail connectivity continuing to SW Bright Road Round-a-Bout.

1. Conceptual Street Design with integrated or side path trail to SW Regional Airport Road.
2. Preliminary grading and drainage and street profile.
3. Conceptual Trail connectivity and street sections to incorporate such to SW Bright Road Round-a-bout.

**ALLOWANCES**

**Allowance 1** - Geotechnical Investigation. Acquire professional service proposals for the geotechnical portion of the work to be approved by ownership.

**Allowance 2** - Toole Design shall assist EDG in all trail planning and design within the park and connections to neighborhoods as required.

**Allowance 3** – Provide Hydraulic analysis of planned development within the floodplain/floodway and provide no rise documentation if required.

**BASIC SERVICES – Future Bright Road:**

**TASK I: 30% Construction Drawings:**

Based on the approved Conceptual Street Design, EDG will perform the following 30% Construction Drawing tasks:

1. Prepare 30% civil roadway site design that includes 28<sup>th</sup> street & SW Regional Airport intersections, plan and profile, and all associated public ROW utility & sidewalk/trail improvements required for Bright Road improvements.
2. Prepare a 30% grading and drainage plan that includes location and management of all stormwater associated with the roadway design.
3. Coordinate with traffic engineer, and other sub-consultants regarding intersection design and trail crossings.
4. Coordinate with the City of Bentonville Transportation and Engineering regarding all improvements as necessary including ROW acquisition.

5. Submit project milestone documents for Owner review including:
  - a. 30% Construction Documents
6. Prepare an opinion of probable construction cost for the scope of work included in the 30% drawings.
7. Prepare outline of site related technical specifications for coordination with other disciplines.

**TASK J: 60% Construction Documents:**

Based on the approved 30% construction drawings, EDG will perform the following tasks during the 60% construction document phase:

1. Provide civil site construction drawings including, but not limited to the following Drawings:
  - a. Site Preparation and Demolition Plans
  - b. Tree and Wetland Preservation Plans
  - c. Layout Plans Including Intersection Design and ROW Improvements
    - i. Plan and Profile
  - d. Utility Plans
    - i. Plan and Profile
  - e. Grading & Drainage Plans
  - f. Erosion Control Plans
  - g. Roadway Details
  - h. Stormwater Details
  - i. Public Water and Sewer Details
  - j. Planting Plan, Plant List, and Planting Details
2. Provide technical specifications for site pavements, earthwork, site concrete, water systems, sanitary sewer systems, erosion control measures, and all sitework included in our scope of work.
3. Prepare an opinion of probable construction cost for the scope of work included in the 60% drawings.
4. Submit project milestone documents for Owner review including:
  - a. 60% Construction Documents
5. Submit SW Regional Airport Blvd. Intersection design to ARDOT for review and approval.
6. Coordinate and assist with City of Bentonville all public outreach meetings required (see allowance No.4)

**TASK K: 90%+ Construction Documents:**

Based on the approved 60% construction drawings, EDG will perform the following tasks during the 90%+ construction document phase:

1. Provide stamped civil site construction drawings including, but not limited to the following Drawings:
  - a. Site Preparation and Demolition Plans
  - b. Tree and Wetland Preservation Plans
  - c. Layout Plans Including Intersection Design
    - i. Plan and Profile
  - d. Utility Plans
    - i. Plan and Profile
  - e. Grading & Drainage Plans
  - f. Erosion Control Plans
  - g. Roadway Details
  - h. Stormwater Details
  - i. Public Water and Sewer Details

- j. Planting Plan, Plant List, and Planting Details
- 2. Provide technical specifications for site pavements, earthwork, site concrete, water systems, sanitary sewer systems, erosion control measures, and all sitework included in our scope of work.
- 3. Prepare an opinion of probable construction cost for the scope of work included in the 90% drawings.
- 4. Submit project milestone documents for Owner review including:
  - a. 90% Construction Documents
  - b. Address comments and submit 100% Construction Documents
- 5. Coordinate and assist with City of Bentonville all public outreach meetings required (see allowance No.4).
- 6. Acquire all required permits and approvals required for bidding of the project.

**TASK L: Bidding and Negotiations:**

EDG, Inc. shall assist in the bidding and negotiations for the project including:

- 1. Assist with bid package development and distribution.
- 2. Assist with bid list review and evaluation.
- 3. Assist with bid scope reviews; and
- 4. Assist with VE item selections and evaluations.

**TASK M: Construction Administration and Public ROW Utility Inspections:**

Perform Construction Administration including:

- 1. RFI tracking and responses.
- 2. Submittal log schedule.
- 3. Submittal reviews.
- 4. Shop drawing reviews.
- 5. Pay application review; and
- 6. Perform required inspections of public infrastructure scope as required by the City of Bentonville as role of Engineer of Record (EOR). The EOR is required to schedule all inspections with the city engineering department and have a representative at said inspections.
- 7. Prepare as-built documents as required by the City of Bentonville to obtain a Certificate of Occupancy.
- 8. Schedule and facilitate the Site Final Inspection with the City of Bentonville
- 9. Prepare civil engineering as-built documents as required by the City of Bentonville to obtain a Certificate of Occupancy.

**ALLOWANCES**

**Allowance 1 - Geotechnical Investigation.** Acquire professional service proposals for the geotechnical portion of the work to be approved by ownership.

**Allowance 2 - Traffic Engineering and Intersection design** including trail crossing for 28<sup>th</sup> street and SW Regional Airport Blvd.

**Allowance 3 – CLMOR/LOMR documentation** as required by FEMA (includes the roadway design, park, and greenway trail). Phase One Cultural Resources Survey as required for USACE permit.

**Allowance 4 – Public Outreach meetings** (organize and facilitate in coordination with the City of Bentonville) and project website creation and management.

## **REMUNERATION**

We propose to perform Basic Services work described above based on a lump sum fees listed below and is based upon the approved program and budget (see budget attachment) plus allowances for.

### **Basic Services – Future 28<sup>th</sup> Street Park + Greenway Trail:**

|                                                                               |           |                   |
|-------------------------------------------------------------------------------|-----------|-------------------|
| TASK A: Schematic Design Items 1-5                                            | \$        | 31,500.00         |
| TASK B: Design Development Items 1-10                                         | \$        | 77,250.00         |
| TASK C: Large Scale Development, Agency Review, Building Permit App Items 1-8 | \$        | 10,000.00         |
| TASK D: Construction Documents Items 1-9                                      | \$        | 107,750.00        |
| TASK E: Bidding and Negotiations Items 1-4                                    | \$        | 8,125.00          |
| TASK G: Architectural + MEP + Structural Services Items 1-3                   | \$        | 21,250.00         |
| TASK H: Conceptual Street Design Items 1-2                                    | \$        | 15,000.00         |
| <b>Basic Services Total</b>                                                   | <b>\$</b> | <b>270,875.00</b> |

### **Allowances:**

|                                          |           |                  |
|------------------------------------------|-----------|------------------|
| Allowance 1 – Geotechnical Investigation | \$        | 10,000.00        |
| Allowance 2 – TOOLE DESIGN               | \$        | 35,000.00        |
| Allowance 3 – No Rise Documentation      | \$        | 15,000.00        |
| <b>Allowance Total</b>                   | <b>\$</b> | <b>60,000.00</b> |

|                                                                        |           |                   |
|------------------------------------------------------------------------|-----------|-------------------|
| <b>TOTAL (Basic Services + Allowances)</b>                             | <b>\$</b> | <b>330,875.00</b> |
| Plus, reimbursable expenses n.t.e.                                     |           | 7,500.00          |
| <b>TOTAL FEE (Future 28<sup>th</sup> Street Park + Greenway Trail)</b> | <b>\$</b> | <b>338,375.00</b> |

*Exclusions: Construction Administration and Project Inspections (Future 28<sup>th</sup> Street Park + Greenway Trail)*

### **Basic Services – Future Bright Road:**

|                                                                        |           |                   |
|------------------------------------------------------------------------|-----------|-------------------|
| TASK I: 30% Construction Drawings                                      | \$        | 76,300.00         |
| TASK J: 60% Construction Drawings + ARDOT Submission                   | \$        | 85,825.00         |
| TASK K: 90%+ Construction Drawings                                     | \$        | 101,875.00        |
| TASK L: Bidding and Negotiations                                       | \$        | 12,500.00         |
| TASK M: Construction Administration and Public ROW Utility Inspections | \$        | 105,000.00        |
| <b>Basic Services Total</b>                                            | <b>\$</b> | <b>381,500.00</b> |

### **Allowances:**

|                                                              |           |                  |
|--------------------------------------------------------------|-----------|------------------|
| Allowance 1 – Geotechnical Investigation                     | \$        | 10,000.00        |
| Allowance 2 – Traffic Engineer and Intersection Designs      | \$        | 25,000.00        |
| Allowance 3 – CLOMR/LOMR/Phase One Cultural Resources Survey | \$        | 20,000.00        |
| Allowance 4 – Public Outreach & Project Website              | \$        | 25,000.00        |
| <b>Allowance Total</b>                                       | <b>\$</b> | <b>80,000.00</b> |

|                                            |           |                   |
|--------------------------------------------|-----------|-------------------|
| <b>TOTAL (Basic Services + Allowances)</b> | <b>\$</b> | <b>461,500.00</b> |
| Plus, reimbursable expenses n.t.e.         |           | 5,000.00          |
| <b>TOTAL FEE (Future Bright Road)</b>      | <b>\$</b> | <b>466,500.00</b> |

***TOTAL AMENDED ALL INCLUSIVE NTE FEE: \$ 804,875.00***

Reimbursable Expenses:

The Client shall, in addition to payment of the fee, reimburse the Consultant for expenditures made for such items as, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; computer plots; reproductions; prints; postage; mileage (standard IRS rate) Reimbursable expenses will be billed at 1.0 times direct cost.

Indemnification:

Without waiving immunity pursuant to the law, the Client shall hold harmless and indemnify EDG, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts, or omissions, and / or material breach of the contract of Client, its agents, servants, employees, or lower tiered contractors in the performance of this Agreement.

**IN WITNESS WHEREOF, the parties have hereto executed this agreement.**

CONTRACTOR:

\_\_\_\_\_  
Martin L. Smith, PLA  
Principal, Ecological Design Group, Inc.  
216 West Birch Street  
Rogers, Arkansas 72756

Date: \_\_\_\_\_ 04.14.2020 amended 01.07.2021

OWNER:

\_\_\_\_\_  
City of Bentonville, Arkansas

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

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH ECOLOGICAL DESIGN GROUP, RELATED TO 28<sup>TH</sup> STREET PARK 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 an amendment to the professional services agreement with Ecological Design Group, Inc., to include the street design of SW Bright Road to SW 28<sup>th</sup> Street as part of the 28<sup>th</sup> Street Park 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 \_\_\_\_\_, 2021.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



## Agenda Item Form

|                              |                                 |
|------------------------------|---------------------------------|
| Date of City Council Meeting | 9-Feb-21                        |
| Department                   | Parks and Recreation Department |
| Submitted by                 | David Wright                    |
| Phone                        | (479) 271-6813                  |

|                                                                                                                                                                                   |                                       |                                        |                                    |                                     |                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                          |                                       |                                        |                                    |                                     |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                                             | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                     |                                       |                                        |                                    |                                     |                                    |
| <b>Council approval of a budget adjustment, in the amount of 466,500.00, to allow for the design of SW Bright Road to SW 28th Street as part of the 28th Street Park Project.</b> |                                       |                                        |                                    |                                     |                                    |

|                                                                                                                                                                     |                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                                                                                                      | \$466,500.00                                                        |
| Is this Item Budgeted?                                                                                                                                              | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b>                                                                             |                                                                     |
| <b>This design project is being paid with Fund Balance. If the Transportation Bond is passed via a public vote, construction can be paid thorough bond funding.</b> |                                                                     |





## Budget Adjustment Request

|                              |                             |
|------------------------------|-----------------------------|
| Date of City Council Meeting | 2/9/2021                    |
| Department                   | Parks / Transportation      |
| Submitted by                 | David Wright / Dennis Birge |
| Phone                        | (479) 271-6813              |

|                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose of Budget Adjustment</b> <i>(Enter purpose in space below):</i>                                                                                                                                                                                   |
| Budget adjustment will allow Parks and Transportation to amend the existing design contract for the park and trail design to now include the design and construction document for the Bright Road Extension from SW Regional Airport Road to SW 28th Street. |

| General Ledger Account Information*                                                           |          |                            |                 |                 |
|-----------------------------------------------------------------------------------------------|----------|----------------------------|-----------------|-----------------|
| Org (Department)                                                                              | Object   | Account Description        | Revenue + ( - ) | Expense + ( - ) |
| 105030.00                                                                                     | 47390.00 | Capital - Other Services   |                 | \$ 466,500.00   |
|                                                                                               |          |                            |                 |                 |
|                                                                                               |          |                            |                 |                 |
|                                                                                               |          |                            |                 |                 |
|                                                                                               |          |                            |                 |                 |
|                                                                                               |          |                            |                 |                 |
|                                                                                               |          | Totals                     | \$ -            | \$ 466,500.00   |
|                                                                                               |          | Net Impact on Fund Balance | \$ (466,500.00) |                 |
| *Final Account Number will be determined by Accounting Department after approval and purchase |          |                            |                 |                 |



117 West Central Avenue, Bentonville, AR 72712

[www.bentonvillear.com](http://www.bentonvillear.com)

PLEASE RECYCLE





## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 2/9/2021       |
| Department                   | Administration |
| Submitted by                 | Mayor Orman    |
| Phone                        | (479) 271-3112 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |                                        |                                               |                                     |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                                                                                                                                        |                                       |                                        |                                               |                                     |                                    |
| <b>Adopt Ordinance amending Ordinance No. 2003-108 in order to extend the levy, from December 31, 2032 to December 31, 2046, of the 1% sales and use tax within the City of Bentonville, Arkansas levied thereby to finance capital improvements for municipal purposes and/or to pay and secure the repayment of capital improvement bonds approved by the voters and issued from time to time; and prescribing other matters relating thereto.</b> |                                       |                                        |                                               |                                     |                                    |

|                                                                                         |                                                          |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------|
| Estimated Cost                                                                          |                                                          |
| Is this Item Budgeted?                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                          |
|                                                                                         |                                                          |



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

**AN ORDINANCE AMENDING ORDINANCE NO. 2003-108 IN ORDER TO EXTEND THE LEVY, FROM DECEMBER 31, 2032 TO DECEMBER 31, 2046, OF THE 1% SALES AND USE TAX WITHIN THE CITY OF BENTONVILLE, ARKANSAS LEVIED THEREBY TO FINANCE CAPITAL IMPROVEMENTS FOR MUNICIPAL PURPOSES AND/OR TO PAY AND SECURE THE REPAYMENT OF CAPITAL IMPROVEMENT BONDS APPROVED BY THE VOTERS AND ISSUED BY THE CITY FROM TIME TO TIME; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

WHEREAS, pursuant to Ordinance No. 2003-108 adopted June 24, 2003, as amended by Ordinance No. 2007-68 adopted June 12, 2007 ("Ordinance No. 2003-108"), and an election held April 12, 2003, the City of Bentonville, Arkansas (the "City") has levied a City-wide 1% sales and use tax (the "Tax"); and

WHEREAS, the net collections of the Tax, after deduction of the administrative charges of the State of Arkansas, are used by the City to finance capital improvements for municipal purposes and/or to secure the repayment of capital improvement bonds approved by the voters and issued by the City from time to time; and

WHEREAS, the Tax as originally levied was set to expire on October 1, 2013; and

WHEREAS, the Tax was extended to December 31, 2032 after approval by the voters at the special election held August 14, 2007; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to extend the levy of the Tax until December 31, 2046; and

WHEREAS, it is necessary to amend Ordinance No. 2003-108 to provide for such extension of the levy of the Tax;

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

Section 1. Section 3 of Ordinance No. 2003-108 is hereby amended to read as follows:

"Section 3. The Sales and Use Tax levied by this Ordinance shall expire on December 31, 2046."

Section 2. The provisions of this Ordinance are hereby declared to be separable, and if any provision shall for any reason be held illegal or invalid, it shall not affect the validity of the remainder of this Ordinance.

Section 3. Ordinance No. 2003-108, as amended hereby, shall remain and be in full force and effect.

PASSED: \_\_\_\_\_, 2021.

APPROVED:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

CERTIFICATE

The undersigned, City Clerk of Bentonville, Arkansas, hereby certifies that the foregoing pages are a true and perfect copy of Ordinance No. \_\_\_\_\_, passed at a regular session of the City Council of Bentonville, Arkansas, held at the regular meeting place of the City Council at \_\_\_\_\_ o'clock p.m., on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and that the Ordinance is of record, now in my possession.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk

(SEAL)



## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 2/9/2021       |
| Department                   | Administration |
| Submitted by                 | Mayor Orman    |
| Phone                        | (479) 271-3112 |

|                                                                                                                                                                                                                                                                                                                                |                                       |                                        |                                               |                                     |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                                                                       |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                  |                                       |                                        |                                               |                                     |                                    |
| <b>Adopt Ordinance calling a Special Election in the City of Bentonville, Arkansas on the questions of issuing bonds under Amendment No. 62 to the Constitution of the State of Arkansas for the purpose of refinancing and financing the costs of capital improvements; and prescribing other matters pertaining thereto.</b> |                                       |                                        |                                               |                                     |                                    |

|                                                                                         |                                                          |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------|
| Estimated Cost                                                                          | \$0                                                      |
| Is this Item Budgeted?                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                          |
|                                                                                         |                                                          |



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

**AN ORDINANCE CALLING A SPECIAL ELECTION IN  
THE CITY OF BENTONVILLE, ARKANSAS ON THE  
QUESTIONS OF ISSUING BONDS UNDER AMENDMENT  
NO. 62 TO THE CONSTITUTION OF THE STATE OF  
ARKANSAS FOR THE PURPOSE OF REFINANCING AND  
FINANCING THE COSTS OF CAPITAL IMPROVEMENTS;  
AND PRESCRIBING OTHER MATTERS PERTAINING  
THERE TO.**

WHEREAS, the City Council of the City of Bentonville, Arkansas (the "City") has determined that the City is in need of (a) new, and improvements to existing, streets, roads and bridges including any curb, gutter, drainage, flood control and related improvements, equipment and land acquisition to accomplish such improvements, and street lighting, utility adjustments, sidepaths and traffic signals related thereto (the "Street Improvements"), (b) new, and improvements to existing, park and recreational facilities and improvements and any necessary land acquisition, equipment and parking, drainage, flood control, road, trail, lighting and utility improvements therefor (the "Park and Recreational Improvements"), (c) radio communication equipment, facilities and apparatus (the "Radio Communication Improvements"), (d) equipment, apparatus and new, or improvements to existing, facilities for the police department, including particularly, without limitation, police safety training facilities, and any necessary land acquisition, parking and utilities therefor (the "Police Department Improvements"), (e) equipment, apparatus and new, or improvements to existing, facilities for the fire department, including particularly, without limitation, fire safety training facilities, including any necessary land acquisition, parking and utilities therefor (the "Fire Department Improvements"), (f) facilities for drainage and flood control and any necessary land and easement acquisition, therefor (the "Drainage Improvements"), and (g) the expansion of and improvements to the Bentonville Public Library, including any necessary land acquisition, equipment, utility adjustments and parking improvements therefor (the "Library Improvements"); and

WHEREAS, pursuant to a special election held August 14, 2007, the City has outstanding its Sales and Use Tax Bonds, Series 2009, Sales and Use Tax Bonds, Series 2010 and Sales and Use Tax Bonds, Series 2017 (collectively, the "2007 Voter Approved Bonds"); and

WHEREAS, the 2007 Voter Approved Bonds financed various capital improvements and are secured by and payable from collections of a 1% City-wide sales and use tax levied pursuant to Ordinance No. 2003-108 of the City adopted June 24, 2003, as amended (the "Tax"); and

WHEREAS, the City Council has determined that the Street Improvements, the Park and Recreational Improvements, the Radio Communication Improvements, the Police Department Improvements, the Fire Department Improvements, the Drainage Improvements and the Library Improvements (collectively, "Capital Improvements") can be financed without a tax increase on a more timely basis if the 2007 Voter Approved Bonds are refunded; and

WHEREAS, the City Council proposes to finance all or a portion of the costs of the refunding of the 2007 Voter Approved Bonds (the "Refunding") and the Capital Improvements, by the issuance of capital improvement bonds (the "Bonds") in one or more series from time to time under the authority of Amendment No. 62 to the Constitution of the State of Arkansas ("Amendment 62") and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation") allocated as follows: (a) \$173,500,000 in maximum aggregate principal amount for the Street Improvements; (b) \$32,750,000 in maximum aggregate principal amount for the Park and Recreational Improvements; (c) \$6,600,000 in maximum aggregate principal amount for the Radio Communication Improvements; (d) \$1,650,000 in maximum aggregate principal amount for the Police Department Improvements; (e) \$3,900,000 in maximum aggregate principal amount for the Fire Department Improvements; (f) \$19,750,000 in maximum aggregate principal amount for the Drainage Improvements; (g) \$4,975,000 in maximum aggregate principal amount for the Library Improvements; and (h) \$23,000,000 in maximum aggregate principal amount for the Refunding; and

WHEREAS, the City can pay the principal of and interest on the Bonds from the proceeds of the Tax; and

WHEREAS, collections of the Tax not necessary to make payments with respect to the Bonds will be used for other lawful purposes; and

WHEREAS, the purpose of this Ordinance is to submit to the electors of the City the questions of issuing the Bonds for the Refunding and the Capital Improvements at a special election to be called for that purpose;

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

Section 1. There is hereby called a special election to be held on April 13, 2021, at which election there shall be submitted to the electors of the City the questions of issuing the Bonds under Amendment 62 and the Authorizing Legislation to finance all or a portion of the costs of accomplishing the Refunding and the Capital Improvements, in the maximum aggregate principal amounts described above, to be secured by collections of the Tax.

Section 2. The questions of issuing the Bonds shall be placed on the ballot for the election in substantially the following form:

#### REFUNDING BONDS

Bonds of the City of Bentonville issued in one or more series from time to time in the maximum aggregate principal amount of \$23,000,000 for the purpose of refunding the City's outstanding Sales and Use Tax Bonds, Series 2009, Series 2010 and Series 2017, and, in order to pay the bonds, the pledge as collateral of collections from a 1% local sales and use tax levied within the City by Ordinance No. 2003-108, adopted June 24, 2003, as it may be amended from time to time (the "Tax"). Collections of the Tax not necessary to pay bonds will be used for other lawful purposes.

FOR the issuance of Refunding Bonds ..... ☐  
AGAINST the issuance of Refunding Bonds ..... ☐

#### STREET IMPROVEMENT BONDS

Bonds of the City of Bentonville issued in one or more series from time to time in the maximum aggregate principal amount of \$173,500,000 for the purpose of financing all or a portion of the costs of new, and improvements to existing, streets, roads and bridges including any curb, gutter, drainage, flood control and related improvements, equipment and land acquisition to accomplish such improvements, and street lighting, utility adjustments, sidepaths and traffic signals related thereto and, in order to pay the bonds, the pledge as collateral of collections from a 1% local sales and use tax levied within the City by Ordinance No. 2003-108, adopted June 24, 2003, as it may be amended from time to time (the "Tax"). Collections of the Tax not necessary to pay bonds will be used for other lawful purposes.

FOR the issuance of Street Improvement Bonds ..... ☐  
AGAINST the issuance of Street Improvement Bonds ..... ☐

#### PARK AND RECREATIONAL IMPROVEMENT BONDS

Bonds of the City of Bentonville issued in one or more series from time to time in the maximum aggregate principal amount of \$32,750,000 for the purpose of financing all or a portion of the costs of new, and improvements to existing, park and recreational facilities and improvements and any necessary land acquisition, equipment and parking, drainage, flood control, road, trail, lighting and utility improvements therefor and, in order to pay the bonds, the pledge as collateral of collections from a 1% local sales and use tax levied within the City by Ordinance No. 2003-108, adopted June 24, 2003, as it may be amended from time to time (the "Tax"). Collections of the Tax not necessary to pay bonds will be used for other lawful purposes.

FOR the issuance of Park and Recreational Improvement Bonds ..... ☐  
AGAINST the issuance of Park and Recreational Improvement Bonds ..... ☐

#### RADIO COMMUNICATION IMPROVEMENT BONDS

Bonds of the City of Bentonville issued in one or more series from time to time in the maximum aggregate principal amount of \$6,600,000 for the purpose of financing all or a portion of the costs of radio communication equipment, facilities and apparatus, and, in order to pay the bonds, the pledge as collateral of collections from a 1% local sales and use tax levied within the City by Ordinance No. 2003-108, adopted June 24, 2003, as it may be amended from time to time (the "Tax"). Collections of the Tax not necessary to pay bonds will be used for other lawful purposes.

FOR the issuance of Radio Communication Improvement Bonds ..... ☐  
AGAINST the issuance of Radio Communication Improvement Bonds ..... ☐

## POLICE DEPARTMENT IMPROVEMENT BONDS

Bonds of the City of Bentonville issued in one or more series from time to time in the maximum aggregate principal amount of \$1,650,000 for the purpose of financing all or a portion of the costs of equipment, apparatus and new, or improvements to existing, facilities for the police department, including particularly, without limitation, police safety training facilities, and any necessary land acquisition, parking and utilities therefor, and, in order to pay the bonds, the pledge as collateral of collections from a 1% local sales and use tax levied within the City by Ordinance No. 2003-108, adopted June 24, 2003, as it may be amended from time to time (the "Tax"). Collections of the Tax not necessary to pay bonds will be used for other lawful purposes.

FOR the issuance of Police Department Improvement Bonds ..... ☐

AGAINST the issuance of Police Department Improvement Bonds..... ☐

## FIRE DEPARTMENT IMPROVEMENT BONDS

Bonds of the City of Bentonville issued in one or more series from time to time in the maximum aggregate principal amount of \$3,900,000 for the purpose of financing all or a portion of the costs of equipment, apparatus and new, or improvements to existing, facilities for the fire department, including particularly, without limitation, fire safety training facilities, including any necessary land acquisition, parking and utilities therefor, and, in order to pay the bonds, the pledge as collateral of collections from a 1% local sales and use tax levied within the City by Ordinance No. 2003-108, adopted June 24, 2003, as it may be amended from time to time (the "Tax"). Collections of the Tax not necessary to pay bonds will be used for other lawful purposes.

FOR the issuance of Fire Department Improvement Bonds..... ☐

AGAINST the issuance of Fire Department Improvement Bonds ..... ☐

## DRAINAGE IMPROVEMENT BONDS

Bonds of the City of Bentonville issued in one or more series from time to time in the maximum aggregate principal amount of \$19,750,000 for the purpose of financing all or a portion of the costs of facilities for drainage and flood control and any necessary land and easement acquisition therefor, and, in order to pay the bonds, the pledge as collateral of collections from a 1% local sales and use tax levied within the City by Ordinance No. 2003-108, adopted June 24, 2003, as it may be amended from time to time (the "Tax"). Collections of the Tax not necessary to pay bonds will be used for other lawful purposes.

FOR the issuance of Drainage Improvement Bonds..... ☐

AGAINST the issuance of Drainage Improvement Bonds..... ☐

## LIBRARY IMPROVEMENT BONDS

Bonds of the City of Bentonville issued in one or more series from time to time in the maximum aggregate principal amount of \$4,975,000 for the purpose of financing all or a portion of the costs of the expansion of and improvements to the Bentonville Public Library, including any necessary land acquisition, equipment, utility adjustments and parking improvements therefor, and, in order to pay the bonds, the pledge as collateral of collections from a 1% local sales and use tax levied within the City by Ordinance No. 2003-108, adopted June 24, 2003, as it may be amended from time to time (the "Tax"). Collections of the Tax not necessary to pay bonds will be used for other lawful purposes.

FOR the issuance of Library Improvement Bonds ..... ☐

AGAINST the issuance of Library Improvement Bonds ..... ☐

Section 3. The election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for municipal elections unless otherwise provided in the Authorizing Legislation and only qualified voters of the City shall have the right to vote at the election.

Section 4. The results of the election shall be proclaimed by the Mayor, and her Proclamation shall be published one time in a newspaper having a general circulation in the City, which Proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication.

Section 5. A copy of this Ordinance shall be filed with the Benton County Clerk at least 60 days prior to the date of the special election. A copy of this Ordinance shall also be given to the Benton County Board of Election Commissioners so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance shall also be provided to the Commissioner of Revenues of the State of Arkansas as soon as practical.

Section 6. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to call and hold the special election as herein provided and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

Section 7. All ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED: \_\_\_\_\_, 2021.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk  
(SEAL)

CERTIFICATE

The undersigned, City Clerk of Bentonville, Arkansas, hereby certifies that the foregoing pages are a true and perfect copy of Ordinance No. \_\_\_\_\_, passed at a regular session of the City Council of Bentonville, Arkansas, held at the regular meeting place of the City Council at \_\_\_\_\_ o'clock p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and that the Ordinance is of record now in my possession.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2021.

\_\_\_\_\_  
City Clerk

(SEAL)



## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 2/9/2021       |
| Department                   | Administration |
| Submitted by                 | Mayor Orman    |
| Phone                        | (479) 271-3112 |

|                                                                                                                                                 |                                       |                                        |                                    |                                                |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check All That Apply)                                                                                                               |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                      | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                          |                                       |                                        |                                    |                                                |                                    |
| Adopt Resolution pertaining to calling a special election in the City of Bentonville, Arkansas; and prescribing other matters relating thereto. |                                       |                                        |                                    |                                                |                                    |

|                                                                                  |                                                          |
|----------------------------------------------------------------------------------|----------------------------------------------------------|
| Estimated Cost                                                                   |                                                          |
| Is this Item Budgeted?                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                          |
|                                                                                  |                                                          |



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

WHEREAS, the City Council of the City of Bentonville, Arkansas (the "City") has passed Ordinance No. \_\_\_\_\_ on February 9, 2021 ("Ordinance No. \_\_\_\_\_"); and

WHEREAS, the City Council desires to refer Ordinance No. \_\_\_\_\_ to the voters for approval or rejection;

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

Section 1. That there be, and there is hereby called, a special election to be held on April 13, 2021, at which election there shall be submitted to the electors of the City the question of whether Ordinance No. \_\_\_\_\_ shall be approved or rejected.

Section 2. That the question of approving or rejecting Ordinance No. \_\_\_\_\_ shall be placed on the ballot in substantially the following form:

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

**AN ORDINANCE AMENDING ORDINANCE NO. 2003-108  
IN ORDER TO EXTEND THE LEVY, FROM DECEMBER  
31, 2032 TO DECEMBER 31, 2046, OF THE 1% SALES AND  
USE TAX WITHIN THE CITY OF BENTONVILLE,  
ARKANSAS LEVIED THEREBY TO FINANCE CAPITAL  
IMPROVEMENTS FOR MUNICIPAL PURPOSES AND/OR  
TO PAY AND SECURE THE REPAYMENT OF CAPITAL  
IMPROVEMENT BONDS APPROVED BY THE VOTERS  
AND ISSUED BY THE CITY FROM TIME TO TIME, AND  
PRESCRIBING OTHER MATTERS RELATING THERETO.**

FOR Ordinance No. \_\_\_\_\_ ..... ☐

AGAINST Ordinance No. \_\_\_\_\_ ..... ☐

Section 3. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for municipal elections and only qualified voters of the City shall have the right to vote at the election.

Section 4. That the results of the election shall be proclaimed by the Mayor, and her Proclamation shall be published one time in a newspaper having a general circulation in the City, which Proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication.

Section 5. That a copy of this Resolution shall be filed with the Benton County Clerk at least 60 days prior to the date of the special election. A copy of this Resolution shall also

be given to the Benton County Board of Election Commissioners so that the necessary election officials and supplies may be provided.

Section 6. That the Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to call and hold the special election as herein provided.

PASSED: \_\_\_\_\_, 2021.

APPROVED:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

# CERTIFICATE

The undersigned, City Clerk of Bentonville, Arkansas, hereby certifies that the foregoing pages are a true and perfect copy of Resolution No. \_\_\_\_\_, passed at a regular session of the City Council of Bentonville, Arkansas, held at the regular meeting place of the City Council at \_\_\_\_\_ o'clock p.m., on the 9<sup>th</sup> day of February, 2021, and that the Resolution is of record now in my possession.

GIVEN under my hand and seal this \_\_\_\_\_ day of February, 2021.

\_\_\_\_\_  
City Clerk

(SEAL)