



BENTONVILLE CITY COUNCIL AGENDA

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

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

City Council Meeting

Tuesday, November 23, 2021 6:00 p.m.

City Hall

305 S.W. “A” Street

Planning Commission Meeting Room

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on November 23, 2021:**

https://us02web.zoom.us/webinar/register/WN_ZeS9FklUQlKZR7RJF00-nQ

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: November 9, 2021

AGENDA

1. Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Cousins 2 Annexation) **(Pages 4-66)**

2. Re-appointment of Holly Hook as ex-officio on the Tree and Landscape Advisory Committee. This will be Mrs. Hook's second term that begins January 1, 2022, and expires December 31, 2024. **(Pages 67-68)**
3. Utility Board:
 - 3a. Resolution to dispose of (3) Fairbanks Morse pump and motor assemblies and (1) Fairbanks Morse motor from a lift station upgrade in 2016. IFB/21/33 published 8/29/21 and 9/5/21 received no questions or bids on the equipment. This was approved 5/0 by the Utility Board on 10/26/2021. **(Pages 69-72)**
4. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Stephens Insurance for Workers Compensation insurance for the period of January 1, 2022 - December 31, 2022. This policy will be with Affiliated BitCo Insurance - who will be our Workers Compensation Insurance Carrier. Stephens Insurance acts as the City's broker for Workers Compensation, reaching out to insurance carriers and recommending the carrier chosen. See attached proposal. The total cost of Workers Compensation Insurance property insurance is \$267,582.00. This is a fully budgeted item in the 2022 budget. **(Pages 73-76)**
5. Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter into a Guaranteed Maximum Price Amendment to the Construction Management Agreement with Clinard Construction in an amount not to exceed \$2,064,599.00, to allow Clinard to order and lock in pricing for the Fire Training Tower materials and props. This Amendment is expected to be modified and increased to the total Guaranteed Maximum Price (Construction Manager's Fee plus the cost of the work) prior to commencement of construction. This current Amendment is only to place the defined orders necessary to avoid additional increases in costs for these materials due to supply chain issues and inflation. **(Pages 77-98)**
6. Approve Budget Adjustment related to Salaries and Benefits for the Fire Department mainly resulting from increased overtime related to Covid-19, the corresponding benefits associated with that overtime and an original budget issue noticed in the LOPFI budget. Please see attached memo. **(Pages 99-102)**
7. Resolution to allow the Mayor to enter into an agreement for Acquisition Services - Main Street Improvements: SW 8th to SW 2nd Street PIIP20-0002 to Universal Field Services in the amount of \$173,225.00. This project is being funded by the Street Bond Funds. This firm was selected using the City's standard SOQ selection process for professional services in accordance with state law. **(Pages 103-117)**
8. Budget adjustment to accept a grant from the Walton Family Foundation in the amount of \$1,400,000.00 for the construction of street infrastructure improvements to include protected bicycle lanes on NW 3rd and SW 8th streets. **(Pages 118-126)**
9. Ordinance approving a Bid waiver to Downtown Bentonville Inc. and authorizing the Mayor and City Clerk to enter into an agreement for services for 2022. **(Pages 127-135)**
10. Ordinance approving the 2022 program, facility, and recreation fees for Bentonville Parks and Recreation. **(Pages 136-141)**

11. Budget Adjustment for Part-time Salaries and Benefits related to increased recreation programming and facility hours as Covid-19 restrictions were lifted. See attached memo. Please see attached memo. [\(Pages 142-144\)](#)
12. Bid award for 750 underground primary wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$100,479.96. [\(Pages 145-156\)](#)
13. Approve Motion to Authorize Mayor and Clerk to execute Computation and Certification form related to Benton County's 2021 Certification of Assessment Data (Millage Rollback), including future adjustments, if required. This form is necessary in order for the County to adjust tax rates for each city based on the increase in property values from a countywide reappraisal. The computation was prepared by the County Clerk using data and information provided by the Arkansas Assessment Coordination Division. Execution of this form limits the taxes collected based on legal requirements. Please note the memo requests the documents by 11/15/2021; however, the County has allowed additional time to provide for Council approval. [\(Pages 157-160\)](#)



Agenda Item Form

Date of City Council Meeting	11/23/2021
Department	Administration
Submitted by	Jim Wheelless
Phone	(479) 271-5926

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Cousins 2 Annexation)					

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



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by all of the owners of the hereinafter described territory, said owners being listed in Exhibit “A” to this ordinance, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 11th day of October , 2021, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

Section 1. That the land described on the attached Exhibit “B,” which includes both the territory sought to be annexed by the petitioners and the dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the petition to annex that property is hereby granted and the property described in Exhibit “B” is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

Section 2. That the above described territory shall be annexed to and made a part of Ward 3 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

+**Section 3.** That the above described territory shall be zoned A-1, to be used in accordance with City zoning laws and the laws of the State of Arkansas.

Section 4: That this ordinance shall become effective 30 days from its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF September, 2021.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. KIRBY ROMINES, City Clerk

**‘EXHIBIT A’
Cousins 2 Annexation**

18-08122-000_____ COUSINS REVOCABLE TRUST, RACHEL R
18-08138-017_____ WADE, HAYES LAMAR III & SARAH L
18-08140-028_____ ALLISTON, JEFFREY T & ANNA A
18-08140-013_____ WRIGHT, TERRY DUANE & KUHL, AMY MARIE
18-09349-005_____ MULLEN, MATT & ANGELA
18-08138-021_____ IRON PIG PROPERTIES LLC
18-08114-000_____ VANDEVEEGATE, JAMES RANDALL
18-09349-001_____ BEAVER, DANNY L & MARILYN L
18-08124-000_____ RONE FAMILY TRUST-RONE, DONALD A & MONICA
18-09349-000_____ MONEYHUN, JAMES M & ALICIA A
18-08122-002_____ ELAM, JASON & AMY
18-09341-000_____ RONE FAMILY TRUST-RONE, DONALD A & MONICA

'Exhibit B'
Cousins 2 Annexation

Parcel 18-08122-000 Cousins Trust

Part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 2, Township 18N, 31 Range and more particular described as follows:

Beginning at the NE Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2.

Thence S87°08'37"E, 545.78';
Thence S02°00'01"W, 790.45';
Thence S62°47'09"W, 343.39';
Thence S58°41'14"W, 251.35';
Thence S52°01'36"W, 333.60';
Thence S44°08'36"W, 305.71';
Thence N38°00'44"W, 303.78';
Thence N84°13'28"W, 720.82';
Thence N02°58'31"E, 1284.98';
Thence S87°08'38"E, 1317.68' to the Point of Beginning.

Parcel 18-08138-017 Wade

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 3.
Thence N04°15'02"E, 370.95 to the Point of Beginning.
Thence N81°29'43"W, 519.08';
Thence N04°01'31"E, 195.75';
Thence N51°32'16"W, 531.88';
Thence N18°45'24"W, 244.63';
Thence N81°15'53"E, 473.37';
Thence N83°49'32"E, 572.15';
Thence S02°24'21"W, 972.13' to the Point of Beginning.

Parcel 18-08140-028 Alliston

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence N86°27'02"W, 808.19' to the Point of Beginning.

Thence N03°32'58"E, 40';
Thence N20°25'00"W, 124.52';
Thence N74°33'18"W, 121.37';
Thence N7°20'01"W, 34.71';
Thence S82°39'59"W, 252.34';
Thence N89°37'10"W, 294.82';
Thence S0°12'08"W, 232.03';
Thence S85°3'03"E, 191.55';
Thence N02°22'02"E, 86.82';
Thence S86°27'02"E, 514.80' to the Point of Beginning.

18-08140-013 Wright

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W, and more particularly described as follows:

Commencing at the NE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°36'05"W, 661.83';
Thence S89°05'38"W, 61.90';
Thence S49°51'21"W, 242.50';
Thence S61°41'29"W, 242.50' to the Point of Beginning.
Thence N83°57'09"W, 1018.15';
Thence S87°43'00"W, 69.99';
Thence S00°12'08"W, 248.05';
Thence S89°37'10"E, 294.82';
Thence N82°39'59"E, 344.03';
Thence N79°19'11"E, 326.89';
Thence N71°58'04"E, 132.55' to the Point of Beginning.

18-09349-005 Mullen

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W, and more particularly described as follows:

Commencing at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S02°39'49"W, 822.22' to the Point of Beginning.
Thence S02°39'49"W, 492.92';
Thence N87°17'00"W, 353.49';
Thence N02°39'49"E, 492.89';
Thence S87°17'00"E, 353.49' to the Point of Beginning.

18-08138-021 Iron Pig Properties, LLC.

Part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W.

Thence N04°15'02"E, 370.95';
Thence N81°51'25"W, 514.01' to the Point of Beginning.
Thence N78°34'54"W, 566.77';
Thence N73°59'32"W, 205.64';
Thence N57°10'11"W, 353.66';
Thence N02°15'10"E, 286.11';
Thence N88°07'30"W, 39.96';
Thence N03°08'28"W, 50.02';
Thence N86°32'51"E, 252.17';
Thence N82°53'46"E, 94.37';
Thence N81°49'18"E, 221.04';
Thence N81°55'45"E, 35.50';
Thence S18°45'24"E, 248.16';
Thence S51°32'16"E, 531.88';
Thence S04°01'31"W, 195.75' to the Point of Beginning.

18-08114-000 Vandevagate

Part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 18N, Range 31W, and more particularly described as follows:

Beginning at the NW Corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 2.
Thence East 305';
Thence S1°20'18"W, 170';
Thence West 305';
Thence N01°20'18"E, 170' to the Point of Beginning.

18-09349-001 Beaver

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

Beginning at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°39'49"W, 329.30';
Thence N87°27'50"W, 1321.96';
Thence N02°30'59"E, 329.40';
Thence S87°27'35"E, 1322.80' to the Point of Beginning.

18-08124-000 Rone

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 18N, Range 31W.

18-09349-000 Moneyhun

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

Commence at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°39'49"W, 329.30' to the Point of Beginning.
Thence S02°39'49"W, 492.92';
Thence N87°17'00"W, 353.49';
Thence N02°39'49"E, 491.81';
Thence S87°27'50"E, 353.49' to the Point of Beginning.

18-08122-002 Elam

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 18N, Range 31W and more particularly described as follows:

Commence at the NE Corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$.
Thence N87°11'26"W, 567.85' to the Point of Beginning.
Thence S16°02'38"E, 601.20';
Thence S57°41'22"W, 4.99';
Thence S62°07'51"W, 288.94';
Thence S63°15'08"W, 167.56';
Thence N02°48'34"E, 801.90';
Thence S87°11'26"E, 204.07' to the Point of Beginning.

18-09341-000 Rone

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

Commencing at the SW Corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35.
Thence S86°53'41"E, 193.06' to the Point of Beginning.
Thence N01°47'13"E, 161.03';
Thence S86°43'04"E, 159.11';
Thence S01°49'46"W, 160.53';
Thence N86°53'40"W, 158.98' to the Point of Beginning.

ROW to be Maintained by City of Bentonville

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W.

Thence S02°58'56"W, 86.86';

Thence N85°13'03"W, 192.25' to the Point of Beginning;

Thence N83°38'52"W, 33.34';

Thence N00°27'09"E, 197.92';

Thence N00°51'01"E, 187.17';

Thence N01°37'29"W, 97.96';

Thence S89°05'25"E, 39.23';

Thence S00°52'28"W, 242.18';

Thence S00°55'43"W, 243.93' to the Point of Beginning.

AND

Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W.

Thence N86°57'48"W, 378.45';

Thence N09°24'42"W, 367.93' to the centerline of a County Road (Mill Dam Ct) for the Point of Beginning.

Thence leaving said County Road, S09°24'42"E, 20.28';

Thence S71°08'16"W, 114.50';

Thence S79°19'11"W, 277.03';

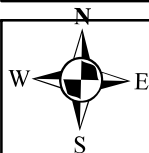
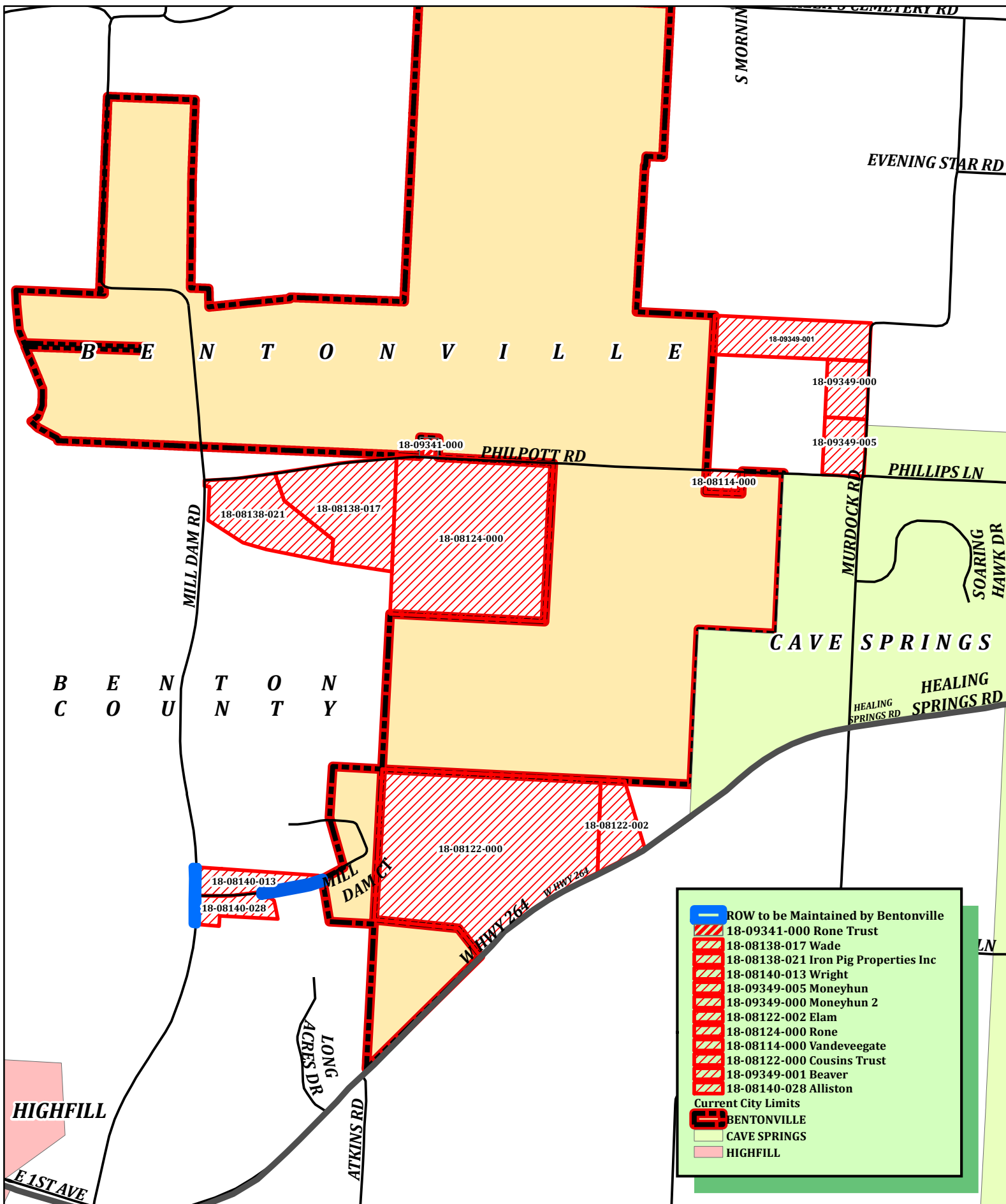
Thence S81°26'03"W, 140.86';

Thence N01°00'17"E, 20.21';

Thence N81°24'42"E, 136.76';

Thence N79°19'11"E, 216.74';

Thence N73°53'00"E, 174.86' to the Point of Beginning.



1 inch = 1,042 feet

Exhibit 'B' **Cousins₁₂ Annexation**



BENTON COUNTY

STATE OF ARKANSAS

BETSY HARRELL

COUNTY CLERK & VOTER REGISTRAR

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

PROBATE COURT CLERK

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

October 12, 2021

Honorable Stephanie Orman
City of Bentonville
305 SW A St
Bentonville, AR 72712

Re: In the Matter of Annexing to the City of Bentonville, Arkansas Certain
Territory Contiguous To Said City of Bentonville, Arkansas

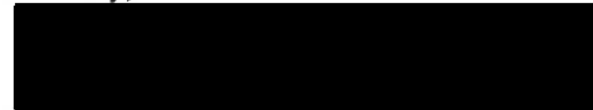
Dear Mayor Orman:

The County has received and processed a proposed annexation pursuant to ACA § 14-40-609 related to annexations by 100% of the property owners. I am transmitting to you a copy of the documents relating to the proposed annexation for consideration by the Bentonville City Council.

If your council and you approve the annexation, please ask your clerk or recorder to return to me one (1) certified copy of the plat of the annexed property and one (1) certified copy of the ordinance or resolution approving the annexation so that I can send those on to the Secretary of State as required by the statute.

Please feel free to contact me if you have questions.

Sincerely,



BETSY HARRELL, County Clerk

enc

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

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

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

FILED

2021 OCT 11 AM 9:13

CLERK
CO. 5
BENTON COUNTY, AR

IN THE MATTER OF ANNEXING TO THE
CITY OF BENTONVILLE, ARKANSAS
CERTAIN TERRITORY CONTIGUOUS TO SAID
CITY OF BENTONVILLE, ARKANSAS

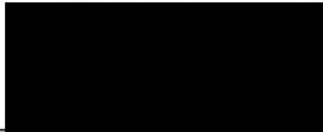
COUNTY COURT CASE NO. CC 2021-27

ORDER AUTHORIZING ANNEXATION PURSUANT TO ACA § 14-40-609

I, Barry Moehring, County Judge of Benton County, having reviewed the attached petition for annexation and verification of petition, hereby find that the petition:

- 1) is in writing;
- 2) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming their desire to be annexed;
- 3) contains an accurate description of the relevant property or properties;
- 4) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- 5) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town – additionally a copy of the letter from the State of Arkansas GIS office approving the legal description for the annexation was provided; and
- 6) includes a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

The County Clerk is directed to forward a copy of this order and the related Petition to the Mayor of the City of BENTONVILLE.


HON. BARRY MOEHRING, County Judge

10.11.2021
Date



Arkansas Secretary of State

John Thurston Arkansas Secretary of State, 500 Woodlane Ave, Little Rock, AR 72201-1094

Municipal Boundary Change Checklist

Act 655 of 2017 and A.C.A. §14-40-103

County: _____ City/Town: _____

City Ordinance/Resolution No: _____ Date approved: _____

County Court Case No: _____ Date Order Filed: _____

Type: _____

(Choose from the list of Arkansas Code Sections located on the back)

Date Change Effective: _____ Set by: ☐ Municipal Ordinance ☐ Emergency Clause ☐ Court ☐ Default
(Required by Act 655 of 2017)

For Circuit Court Challenge: Date Order Filed: _____ ☐ Upheld ☐ Overturned ☐ Other (attach explanation)

Please indicate which ward(s) the territory will be assigned to: _____

(See A.C.A. § 14-40-203)

Initiating party:

☐ All Landowners ☐ Majority Landowners ☐ Municipal Governing Body ☐ State ☐ Other _____

Supporting Documentation attached (check all that apply):

- ☐ File marked copy of City Ordinance/Resolution (required)
- ☐ File marked copy of County Court Order or certified annexation election results (required except for A.C.A. §14-40-501)
- ☐ Copy of Arkansas GIS approved printed map and certification letter (required)
- ☐ Proof of Publication for all Legal Notices (include Hearing, Election, and City Ordinance/Resolution notices)
- ☐ File marked copy of Petition Part (if applicable)
- ☐ File marked copy of Complaint and final Circuit Court Order (Court Challenge only)

Municipal Contact:

Name: _____ Title: _____

Street Address: _____

City: _____ St: _____ Zip code: _____

Complete one form per ordinance/resolution, attach it as a cover page to the supporting document set and submit to the County Clerk's Office within 45 days of the Effective Date as required by Act 655 of 2017

County Official:

Signature: _____ Title: _____

Date: _____

Pursuant to Act 655 of 2017, County Officials must submit a file-marked copy of municipal boundary change documents within 30 days of receipt to: Arkansas Secretary of State, Attn: Municipal Boundary Filing, 500 Woodlane Ave Suite 255, Little Rock, AR 72201-1094

Office of the Arkansas Secretary of State use only

Received by: _____

Rev. 2/2019

FILED

2021 OCT -8 AM 10: 12

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

IN THE MATTER OF ANNEXING TO THE
CITY OF BENTONVILLE, ARKANSAS
CERTAIN TERRITORY CONTIGUOUS TO SAID
CITY OF BENTONVILLE, ARKANSAS

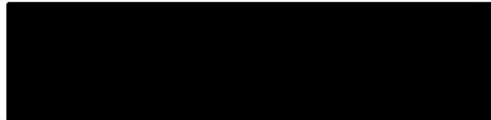
CC 2021-27

VERIFICATION OF PETITION FOR ANNEXATION PURSUANT TO ACA § 14-40-609

We, Betsy Harrell, County Clerk of Benton County, and Roderick Grieve, County Assessor of Benton County, attest as follows:

Our offices have received the attached petition seeking annexation. The petition has been reviewed and we hereby verify that the petition:

- (A) is in writing;
- (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;
- (C) contains an accurate description of the relevant property or properties;
- (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and
- (F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.


HON. BETSY HARRELL, County Clerk


HON. RODERICK GRIEVE, County Assessor



Date: September 01, 2021
Subject: Proposed Annexation Checklist
CC 2021-27 Bentonville, AR

✓ (A) is in writing;

✓ (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;

✓ (C) contains an accurate description of the relevant property or properties;

✓ (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;

✓ (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and

✓ (F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

NA [Additionally, we note that the legal description in (B) does not include in its description certain dedicated public roads and rights of way abutting or traversing the property to be annexed, the legal descriptions for which are included on the attached Exhibit "A"]

[REDACTED] estions.

Michael D. Million
Manager – GIS-Mapping Dept.
Benton County Assessor's Office
Phone: 479-271-1037, ext. 7004
Email: michael.million@bentoncountyar.gov

FILED

2021 SEP 29 PM 2:28

DETSY HADRELL
CO. & PROBATE CLERK
BENTON COUNTY, AR

IN THE MATTER OF ANNEXING TO THE CITY
OF BENTONVILLE, ARKANSAS CERTAIN TERRITORY
CONTIGUOUS TO SAID CITY

NO. CC 2021-27

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: _____

Come now the undersigned petitioners, and state as follows:

1. That we, owning 100% of the property in the following described area, do hereby petition, pursuant to A.C.A. §14-40-609, the City Council of Bentonville, Arkansas, to annex the following lands to the City of Bentonville, Arkansas.

Refer to Exhibit "A"

2. We further state that this petition is signed by one hundred percent (100%) of the real estate owners owning one hundred percent (100%) of the acreage in said area and that the area to be annexed does not contain property whose owners do not wish to have their property annexed.

3. That said property description herein is contiguous to and adjoining the present City of Bentonville city limits, as shown on the map attached hereto as Exhibit "B".

4. That no enclaves will be created if this petition is accepted and the territory annexed into the City of Bentonville.

5. That the following schedule of services shall be extended to the area by the City of Bentonville within three (3) years after the date the annexation becomes final:

All properties annexed into the City of Bentonville are provided with Police, Fire and EMS services.

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals.

FILED

6. That a letter or title opinion from a certified abstractor or title company ^{2021 SEP 29 PM 2:28} stating that the petitioners are all owners of record of the relevant property or properties is attached hereto as Exhibit "C" and is made part of this petition as if set out word for word herein.

7. That a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the City of Bentonville and that no enclaves will be created if the property or properties are accepted by the City of Bentonville is attached hereto as Exhibit "D" and is made part of this petition as if set out word for word herein.

8. That each of the undersigned persons executing this petition has confirmed by their signature a desire that their property, which is included in the property described above, be annexed into the City of Bentonville.

FILED

2021 SEP 29 PM 2:28

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-09341-000

Parcel number of property to be annexed

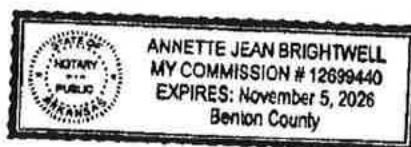
ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 27th day of August, 2021, before me, the undersigned officer, personally appeared Annette Brightwell, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

My Commission Expires:

November 5, 2026



FILED

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

2021 SEP 29 PM 2:23

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

CO & PROBATE CLERK
BENTON COUNTY, AR

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

[Redacted Signature]

HAYS LAMAR III WADE
SARAH L. HAYES

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-08138-017

Parcel number of property to be annexed
10455 Philpott Rd, Bentonville AR 72713 HLW

ACKNOWLEDGMENT

State of Arkansas)
County of Benton) ss.

On this the 2 day of July, 2021, before me, the undersigned officer, personally appeared Hayes & Sarah Wade, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Notary Signature]

NOTARY PUBLIC

My Commission Expires:

March 17, 2027

MELANY COUSINS
Benton County - Arkansas
Notary Public # 12700434
My Commission Expires March 17, 2027

FILED

2021 SEP 29 PM 2:28

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

Jeffrey Alliston
Anna Alliston
(512) 968-7289 jta

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-08140-028

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 09 day of July, 2021, before me, the undersigned officer, personally appeared Jeffrey and Anna Alliston, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

NOTARY PUBLIC

My Commission Expires:

09/25/2023



FILED

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

2021 SEP 29 PM 2:28

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

CLERK
CO & PROBATE CLERK
BENTON COUNTY, AR

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-08140-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 23 day of June, 2021, before me, the undersigned officer, personally appeared Kurt Ungerer, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

NOTARY PUBLIC

My Commission Expires:

8/1/24

AMANDA GIBBS
Arkansas - Benton County
Notary Public - Comm# 12400508
My Commission Expires Aug 1, 2024

FILED

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

2021 SEP 29 PM 2:28

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

BETSY HARRELL
CLERK
BENTON COUNTY, AR

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.



Legal Representative of Property Owner,
Petitioner

WRIGHT, DAANE

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

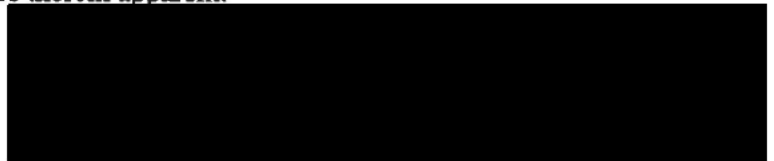
18-08140-013

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 10TH day of JUNE, 2021, before me, the undersigned officer, personally appeared DAANE WRIGHT, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.



My Commission Expires:

5/24/2026



FILED

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

2021 SEP 29 PM 2:28

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

BETSY HARSELL
CLERK
BENTON COUNTY, AR

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

[Redacted Signature]

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-08140-013

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)

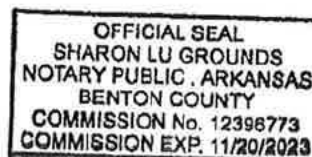
ss.

County of Benton)

On this the 17th day of June, 2021, before me, the undersigned officer, personally appeared Amy Kuhl, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the [Redacted Signature]

My Commission Expires:

11-20-2023



FILED

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

2021 SEP 29 PM 2:28

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

DETSY HARDELL
CLERK
BENTON COUNTY, AR

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

[Redacted Signature]

MULLEN, MATTHEW
ANGELA

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-09349-005

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
County of Benton) ss.

On this the 3 day of June, 2021, before me, the undersigned officer, personally appeared Angela + Matthew Mullen, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]

My Commission Expires:

August 16 2021

MARILYN HOLMES
WASHINGTON COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires August 16, 2021
Commission No. 12383823

FILED

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

2021 SEP 29 PM 2:28

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

CO. 2 PROCLAM. CLERK
BENTON CO., ARK.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.



Managing Members

Title

Legal Representative of Property Owner,
Petitioner (Brad and Whitney Brown, Iron Pig Properties, LLC)

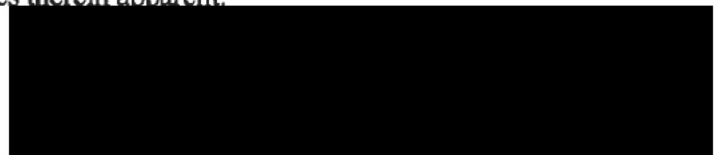
18-08138-021

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 30th day of June, 2021, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.



My Commission Expires:

MAY 21, 2022



FILED

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

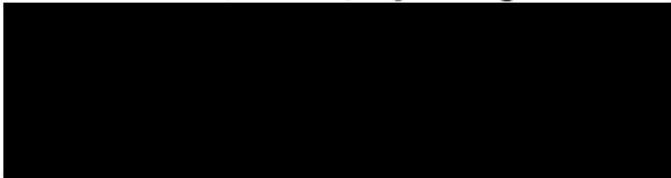
2021 SEP 29 PM 2:28

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

BENTON MARRELL
CO. CLERK
BENTON COUNTY, AR

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.



Legal Representative of Property Owner,
Petitioner

JAMES RANDALL VANDEVEEGATE

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

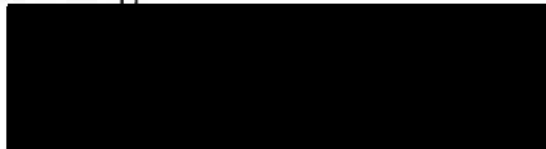
18-08114-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

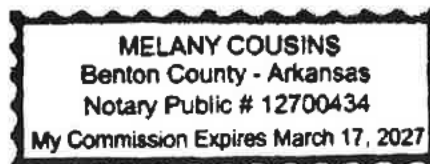
State of Arkansas)
County of Benton) ss.

On this the 17 day of June, 2021, before me, the undersigned officer, personally appeared James R. Vandevigate known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.



My Commission Expires:

March 17, 2027



FILED

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

2021 SEP 29 PM 2:28

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

DETTI HARNELL
CO & PROBATE CLERK
BENTON COUNTY, AR

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

[Redacted Signature]

Legal Representative of Property Owner,
Petitioner

DANNY L. BEAVER

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-09349-001

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
County of Benton) ss.

On this the 25 day of JUNE, 2021, before me, the undersigned officer, personally appeared DANNY L. BEAVER, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]

My Commission Expires:

5/24/2026



11010 Murdock Rd.
Bentonville, AR 72713

479-957-2476

FILED

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

2021 SEP 29 PM 2:28

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

CLYDE HARRIS
CO & PROBATE CLERK
BENTON COUNTY, AR

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

[Redacted Signature]

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

MARILYN L. BEAVER

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-09349-001

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 25 day of JUNE, 2021, before me, the undersigned officer, personally appeared MARILYN L. BEAVER, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]

My Commission Expires:

5/24/2026



FILED

2021 SEP 29 PM 2:28

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

DELOREAN
CO. CLERK
BENTONVILLE, AR

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

[Redacted Signature]

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

RONE FAMILY TRUST - RONE, DONALD
TRUSTEE MONICA L.

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-08124-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

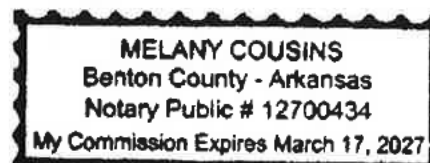
State of Arkansas)
County of Benton) ss.

On this the 18 day of June, 2021, before me, the undersigned officer, personally appeared Donald Rone, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]

My Commission Expires:

March 17, 2027



FILED

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

2021 SEP 29 PM 2:28

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

BETSY HARRELL
CLERK
BENTON COUNTY, AR

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.



Legal Representative of Property Owner,
Petitioner

PEGGY E. BRUNTON - TRUSTEE
COUSINS REV. TRUST, RACHEL R.
trustee

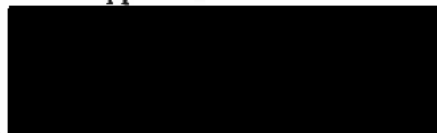
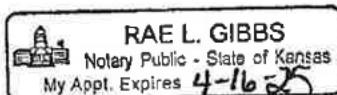
Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-08122-000
Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
County of Benton) ss.

On this the 7th day of June, 2021, before me, the undersigned officer, personally appeared Peggy E Brunton, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.



My Commission Expires:

4-16-25

2021 SEP 29 PM 2:28

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

CO & PROBATE CLERK
BENTON COUNTY, AR

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

Bethany Harue Davis
Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-08140-006
Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
)
County of Benton) ss.

On this the 10th day of July, 2021, before me, the undersigned officer, personally appeared Bethany Davis, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

My Commission Expires:

11/5/2026



303-570-4307

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

CO CLERK
COUNTY, AR

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

**Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner**

Nicholas Davis
Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

12-08140-006
Parcel number of property to be annexed

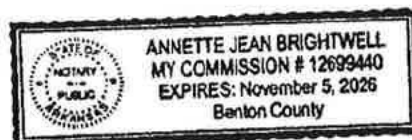
ACKNOWLEDGMENT

State of Arkansas)
)
County of Benton) ss.

On this the 6th day of July, 2021, before me, the undersigned officer, personally appeared Nicholas Davis, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

My Commission Expires:

11/5/2026



FILED

2021 SEP 29 PM 2:28

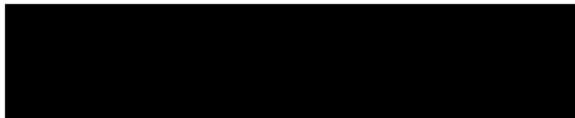
I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

CLAYTON HANRELL
CO & CLERK
BENTON COUNTY, AR

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation



Legal Representative of Property Owner,
Petitioner

MONE-HUN, JAMES M. & NICIA A.

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

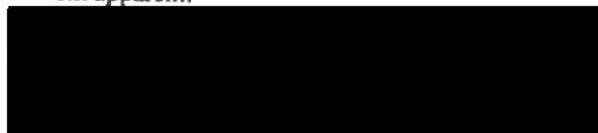
18-09349-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 10TH day of June, 2021, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.



My Commission Expires:

3/16/2023

Evan C. Gould
Notary
King County
Washington

Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals.

FILED

6. That a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties is attached hereto as Exhibit "C" and is made part of this petition as if set out word for word herein.

2021 SEP 29 PM 2:28

DETSY HADRELL
COA CLERK
BENTONVILLE, AR

7. That a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the City of Bentonville and that no enclaves will be created if the property or properties are accepted by the City of Bentonville is attached hereto as Exhibit "D" and is made part of this petition as if set out word for word herein.

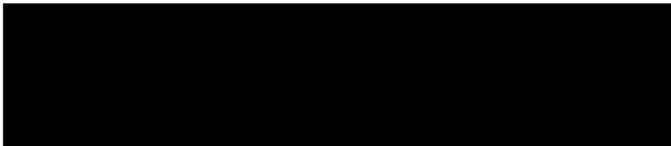
8. That each of the undersigned persons executing this petition has confirmed by their signature a desire that their property, which is included in the property described above, be annexed into the City of Bentonville.

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.



Signature of Property Owner or
Legal Representative of Property Owner,
President,
Petitioner

ELAM, JASON & AMY
6/18/2021

Title, if applicable (i.e. Trustee,
(Managing Member,
Secretary)

18-08122-002
Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 18th day of June, 2021, before me, the

undersigned officer, personally appeared Amy's Jason Elam, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.



NOTARY PUBLIC

My Commission Expires:

7/31/2023

Melanie Houston
Benton County
NOTARY PUBLIC-ARKANSAS
My Commission Expires July 31, 2023
Commission No. 12394415

FILED

2021 SEP 29 PM 2:29

BETSY HARDELL
CORPORATE CLERK
BENTON COUNTY, AR

FILED

2021 SEP 29 PM 2:29

PETSY HARRELL
COUNTY CLERK
COUNTY, AR

Exhibit 'A'
Cousins 2 Annexation

Parcel 18-08122-000 Cousins Trust

Part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 2, Township 18N, 31 Range and more particular described as follows:

Beginning at the NE Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2.

Thence S87°08'37"E, 545.78';
Thence S02°00'01"W, 790.45';
Thence S62°47'09"W, 343.39';
Thence S58°41'14"W, 251.35';
Thence S52°01'36"W, 333.60';
Thence S44°08'36"W, 305.71';
Thence N38°00'44"W, 303.78';
Thence N84°13'28"W, 720.82';
Thence N02°58'31"E, 1284.98';
Thence S87°08'38"E, 1317.68' to the Point of Beginning.

Parcel 18-08138-017 Wade

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 3.
Thence N04°15'02"E, 370.95 to the Point of Beginning.
Thence N81°29'43"W, 519.08';
Thence N04°01'31"E, 195.75';
Thence N51°32'16"W, 531.88';
Thence N18°45'24"W, 244.63';
Thence N81°15'53"E, 473.37';
Thence N83°49'32"E, 572.15';
Thence S02°24'21"W, 972.13' to the Point of Beginning.

FILED

2021 SEP 29 PM 2:29

BETSY MADRELL
CO. & PROBATE CLERK
BEDFORD COUNTY, AR

Parcel 18-08140-028 Alliston

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3,
Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence N86°27'02"W, 808.19' to the Point of Beginning.

Thence N03°32'58"E, 40';
Thence N20°25'00"W, 124.52';
Thence N74°33'18"W, 121.37';
Thence N7°20'01"W, 34.71';
Thence S82°39'59"W, 252.34';
Thence N89°37'10"W, 294.82';
Thence S0°12'08"W, 232.03';
Thence S85°3'03"E, 191.55';
Thence N02°22'02"E, 86.82';
Thence S86°27'02"E, 514.80' to the Point of Beginning.

18-08140-013 Wright

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N,
Range 31W, and more particularly described as follows:

Commencing at the NE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°36'05"W, 661.83';
Thence S89°05'38"W, 61.90';
Thence S49°51'21"W, 242.50';
Thence S61°41'29"W, 242.50' to the Point of Beginning.
Thence N83°57'09"W, 1018.15';
Thence S87°43'00"W, 69.99';
Thence S00°12'08"W, 248.05';
Thence S89°37'10"E, 294.82';
Thence N82°39'59"E, 344.03';
Thence N79°19'11"E, 326.89';
Thence N71°58'04"E, 132.55' to the Point of Beginning.

18-09349-005 Mullen

FILED

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W, and more particularly described as follows:

2021 SEP 29 PM 2:29

BETSY HAPPELL
CO. & P. CLERK
BENTON COUNTY, AR

Commencing at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S02°39'49"W, 822.22' to the Point of Beginning.
Thence S02°39'49"W, 492.92';
Thence N87°17'00"W, 353.49';
Thence N02°39'49"E, 492.89';
Thence S87°17'00"E, 353.49' to the Point of Beginning.

18-08138-021 Iron Pig Properties, LLC.

Part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W.

Thence N04°15'02"E, 370.95';
Thence N81°51'25"W, 514.01' to the Point of Beginning.
Thence N78°34'54"W, 566.77';
Thence N73°59'32"W, 205.64';
Thence N57°10'11"W, 353.66';
Thence N02°15'10"E, 286.11';
Thence N88°07'30"W, 39.96';
Thence N03°08'28"W, 50.02';
Thence N86°32'51"E, 252.17';
Thence N82°53'46"E, 94.37';
Thence N81°49'18"E, 221.04';
Thence N81°55'45"E, 35.50';
Thence S18°45'24"E, 248.16';
Thence S51°32'16"E, 531.88';
Thence S04°01'31"W, 195.75' to the Point of Beginning.

18-08114-000 Vandevceegate

Part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 18N, Range 31W, and more particularly described as follows:

Beginning at the NW Corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 2.
Thence East 305';
Thence S1°20'18"W, 170';
Thence West 305';
Thence N01°20'18"E, 170' to the Point of Beginning.

18-09349-001 Beaver

FILED

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

20 SEP 29 PM 2:29
BETSY HADRELL
CO. 2 PROPR. CLERK
BLISS COUNTY, AR

Beginning at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°39'49"W, 329.30';
Thence N87°27'50"W, 1321.96';
Thence N02°30'59"E, 329.40';
Thence S87°27'35"E, 1322.80' to the Point of Beginning.

18-08124-000 Rone

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 18N, Range 31W.

18-09349-000 Moneyhun

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

Commence at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°39'49"W, 329.30' to the Point of Beginning.
Thence S02°39'49"W, 492.92';
Thence N87°17'00"W, 353.49';
Thence N02°39'49"E, 491.81';
Thence S87°27'50"E, 353.49' to the Point of Beginning.

18-08122-002 Elam

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 18N, Range 31W and more particularly described as follows:

Commence at the NE Corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$.
Thence N87°11'26"W, 567.85' to the Point of Beginning.
Thence S16°02'38"E, 601.20';
Thence S57°41'22"W, 4.99';
Thence S62°07'51"W, 288.94';
Thence S63°15'08"W, 167.56';
Thence N02°48'34"E, 801.90';
Thence S87°11'26"E, 204.07' to the Point of Beginning.

18-09341-000 Rone

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

FILED

2021 SEP 29 PM 2: 29

BETSY HARRELL
CO. CLERK
CLERK OF DISTRICT COURT

Commencing at the SW Corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35.
Thence S86°53'41"E, 193.06' to the Point of Beginning.
Thence N01°47'13"E, 161.03';
Thence S86°43'04"E, 159.11';
Thence S01°49'46"W, 160.53';
Thence N86°53'40"W, 158.98' to the Point of Beginning.

ROW to be Maintained by City of Bentonville

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 3, Township 18N, Range 31W and more particularly described as follows:
Commencing at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W.
Thence S02°58'56"W, 86.86';
Thence N85°13'03"W, 192.25' to the Point of Beginning;
Thence N83°38'52"W, 33.34';
Thence N00°27'09"E, 197.92';
Thence N00°51'01"E, 187.17';
Thence N01°37'29"W, 97.96';
Thence S89°05'25"E, 39.23';
Thence S00°52'28"W, 242.18';
Thence S00°55'43"W, 243.93' to the Point of Beginning.

AND

Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W.

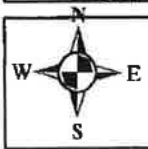
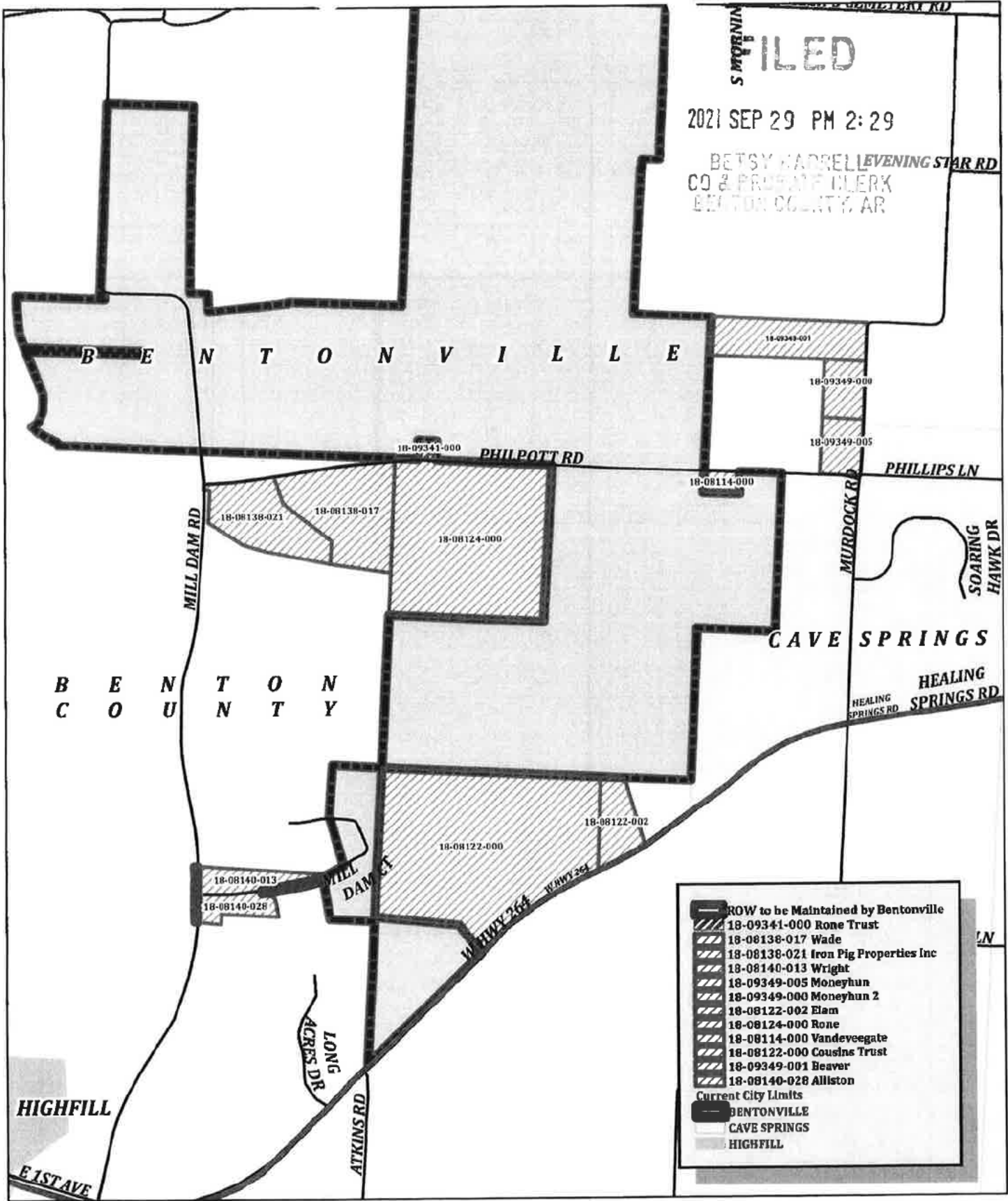
Thence N86°57'48"W, 378.45';
Thence N09°24'42"W, 367.93' to the centerline of a County Road (Mill Dam Ct) for the Point of Beginning.

Thence leaving said County Road, S09°24'42"E, 20.28';
Thence S71°08'16"W, 114.50';
Thence S79°19'11"W, 277.03';
Thence S81°26'03"W, 140.86';
Thence N01°00'17"E, 20.21';
Thence N81°24'42"E, 136.76';
Thence N79°19'11"E, 216.74';
Thence N73°53'00"E, 174.86' to the Point of Beginning.

FILED

2021 SEP 29 PM 2:29

BETSY MADRELLE
CO & PROPERTY CLERK
BENTON COUNTY, AR



1 inch = 1,042 feet

Exhibit 'B'
Cousins 2 Annexation



Benton
216 W Sevier Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

Eureka Springs
70 S. Main Street, Suite 2
Eureka Springs, AR 72632

Fayetteville
1420 Augustins Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150



EXHIBIT C-1

Faulkner County Title Company
A Division of
First National Title Company
Conway
711 Locust Street
Conway, AR 72034

Little Rock Title Company
A Division of
First National Title Company
Little Rock
1001 W. Markham Street #100
Little Rock, AR 72201

First National
Title Company

Headquarters
First National Title Company
Little Rock
415 N McKinley Street Suite 1200
Little Rock, AR 72205

Greenbrier
8 Wilshire Road, Suite 100
Greenbrier, AR 72058
2021 SEP 29 PM 2:29

BETSY MADRELL
CO & PR. STATE CLERK
LITTLE ROCK, AR

September 21, 2021

Greetings,

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property into the City of Bentonville. Based on our review, we verify that the persons listed in Exhibit C-1 to this letter are all the owners of record of the real property described in Exhibit C-2 to this letter.

[Redacted Signature]
Steve Pangle

Benton County Manager
First National Title

FILED

2021 SEP 29 PM 2:29

'EXHIBIT C-1'
Cousins 2 Annexation

BETSY HARDELL
CO. CLERK
BENTON COUNTY, AR

18-08122-000 _____ COUSINS REVOCABLE TRUST, RACHEL R
18-08138-017 _____ WADE, HAYES LAMAR III & SARAH L
18-08140-028 _____ ALLISTON, JEFFREY T & ANNA A
18-08140-013 _____ WRIGHT, TERRY DUANE & KUHL, AMY MARIE
18-09349-005 _____ MULLEN, MATT & ANGELA
18-08138-021 _____ IRON PIG PROPERTIES LLC
18-08114-000 _____ VANDEVEEGATE, JAMES RANDALL
18-09349-001 _____ BEAVER, DANNY L & MARILYN L
18-08124-000 _____ RONE FAMILY TRUST-RONE, DONALD A & MONICA
18-09349-000 _____ MONEYHUN, JAMES M & ALICIA A
18-08122-002 _____ ELAM, JASON & AMY
18-09341-000 _____ RONE FAMILY TRUST-RONE, DONALD A & MONICA

FILED

2021 SEP 29 PM 2:29

BETSY HADSELL
CO. & P. CLERK
BENTON COUNTY, AR

Exhibit 'C-2'
Cousins 2 Annexation

Parcel 18-08122-000 Cousins Trust

Part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 2, Township 18N, 31 Range and more particular described as follows:

Beginning at the NE Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2.

Thence S87°08'37"E, 545.78';
Thence S02°00'01"W, 790.45';
Thence S62°47'09"W, 343.39';
Thence S58°41'14"W, 251.35';
Thence S52°01'36"W, 333.60';
Thence S44°08'36"W, 305.71';
Thence N38°00'44"W, 303.78';
Thence N84°13'28"W, 720.82';
Thence N02°58'31"E, 1284.98';
Thence S87°08'38"E, 1317.68' to the Point of Beginning.

Parcel 18-08138-017 Wade

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 3.

Thence N04°15'02"E, 370.95 to the Point of Beginning.
Thence N81°29'43"W, 519.08';
Thence N04°01'31"E, 195.75';
Thence N51°32'16"W, 531.88';
Thence N18°45'24"W, 244.63';
Thence N81°15'53"E, 473.37';
Thence N83°49'32"E, 572.15';
Thence S02°24'21"W, 972.13' to the Point of Beginning.

FILED

2021 SEP 29 PM 2:29

BETSY HARRELL
CO & PROBATE CLERK
SANTO DOMINGO COUNTY, AZ

Parcel 18-08140-028 Alliston

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence N86°27'02"W, 808.19' to the Point of Beginning.

Thence N03°32'58"E, 40';
Thence N20°25'00"W, 124.52';
Thence N74°33'18"W, 121.37';
Thence N7°20'01"W, 34.71';
Thence S82°39'59"W, 252.34';
Thence N89°37'10"W, 294.82';
Thence S0°12'08"W, 232.03';
Thence S85°3'03"E, 191.55';
Thence N02°22'02"E, 86.82';
Thence S86°27'02"E, 514.80' to the Point of Beginning.

18-08140-013 Wright

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W, and more particularly described as follows:

Commencing at the NE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°36'05"W, 661.83';
Thence S89°05'38"W, 61.90';
Thence S49°51'21"W, 242.50';
Thence S61°41'29"W, 242.50' to the Point of Beginning.
Thence N83°57'09"W, 1018.15';
Thence S87°43'00"W, 69.99';
Thence S00°12'08"W, 248.05';
Thence S89°37'10"E, 294.82';
Thence N82°39'59"E, 344.03';
Thence N79°19'11"E, 326.89';
Thence N71°58'04"E, 132.55' to the Point of Beginning.

18-09349-005 Mullen

FILED

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W, and more particularly described as follows:

2021 SEP 29 PM 2:29
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

Commencing at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S02°39'49"W, 822.22' to the Point of Beginning.
Thence S02°39'49"W, 492.92';
Thence N87°17'00"W, 353.49';
Thence N02°39'49"E, 492.89';
Thence S87°17'00"E, 353.49' to the Point of Beginning.

18-08138-021 Iron Pig Properties, LLC.

Part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W.

Thence N04°15'02"E, 370.95';
Thence N81°51'25"W, 514.01' to the Point of Beginning.
Thence N78°34'54"W, 566.77';
Thence N73°59'32"W, 205.64';
Thence N57°10'11"W, 353.66';
Thence N02°15'10"E, 286.11';
Thence N88°07'30"W, 39.96';
Thence N03°08'28"W, 50.02';
Thence N86°32'51"E, 252.17';
Thence N82°53'46"E, 94.37';
Thence N81°49'18"E, 221.04';
Thence N81°55'45"E, 35.50';
Thence S18°45'24"E, 248.16';
Thence S51°32'16"E, 531.88';
Thence S04°01'31"W, 195.75' to the Point of Beginning.

18-08114-000 Vandevaege

Part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 18N, Range 31W, and more particularly described as follows:

Beginning at the NW Corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 2.
Thence East 305';
Thence S1°20'18"W, 170';
Thence West 305';
Thence N01°20'18"E, 170' to the Point of Beginning.

18-09349-001 Beaver

FILED

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

2021 SEP 29 PM 2:29
BETSY HARRELL
COUNTY CLERK
BOULDER COUNTY, AR

Beginning at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°39'49"W, 329.30';
Thence N87°27'50"W, 1321.96';
Thence N02°30'59"E, 329.40';
Thence S87°27'35"E, 1322.80' to the Point of Beginning.

18-08124-000 Rone

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 18N, Range 31W.

18-09349-000 Moneyhun

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

Commence at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°39'49"W, 329.30' to the Point of Beginning.
Thence S02°39'49"W, 492.92';
Thence N87°17'00"W, 353.49';
Thence N02°39'49"E, 491.81';
Thence S87°27'50"E, 353.49' to the Point of Beginning.

18-08122-002 Elam

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 18N, Range 31W and more particularly described as follows:

Commence at the NE Corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$.
Thence N87°11'26"W, 567.85' to the Point of Beginning.
Thence S16°02'38"E, 601.20';
Thence S57°41'22"W, 4.99';
Thence S62°07'51"W, 288.94';
Thence S63°15'08"W, 167.56';
Thence N02°48'34"E, 801.90';
Thence S87°11'26"E, 204.07' to the Point of Beginning.

18-09341-000 Rone

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

FILED

Commencing at the SW Corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35.

Thence S86°53'41"E, 193.06' to the Point of Beginning.

Thence N01°47'13"E, 161.03';

Thence S86°43'04"E, 159.11';

Thence S01°49'46"W, 160.53';

Thence N86°53'40"W, 158.98' to the Point of Beginning.

2021 SEP 29 PM 2:29

BETSY KAGELL
COUNTY CLERK
BENTONVILLE, AR

ROW to be Maintained by City of Bentonville

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W.

Thence S02°58'56"W, 86.86';

Thence N85°13'03"W, 192.25' to the Point of Beginning;

Thence N83°38'52"W, 33.34';

Thence N00°27'09"E, 197.92';

Thence N00°51'01"E, 187.17';

Thence N01°37'29"W, 97.96';

Thence S89°05'25"E, 39.23';

Thence S00°52'28"W, 242.18';

Thence S00°55'43"W, 243.93' to the Point of Beginning.

AND

Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W.

Thence N86°57'48"W, 378.45';

Thence N09°24'42"W, 367.93' to the centerline of a County Road (Mill Dam Ct) for the Point of Beginning.

Thence leaving said County Road, S09°24'42"E, 20.28';

Thence S71°08'16"W, 114.50';

Thence S79°19'11"W, 277.03';

Thence S81°26'03"W, 140.86';

Thence N01°00'17"E, 20.21';

Thence N81°24'42"E, 136.76';

Thence N79°19'11"E, 216.74';

Thence N73°53'00"E, 174.86' to the Point of Beginning.

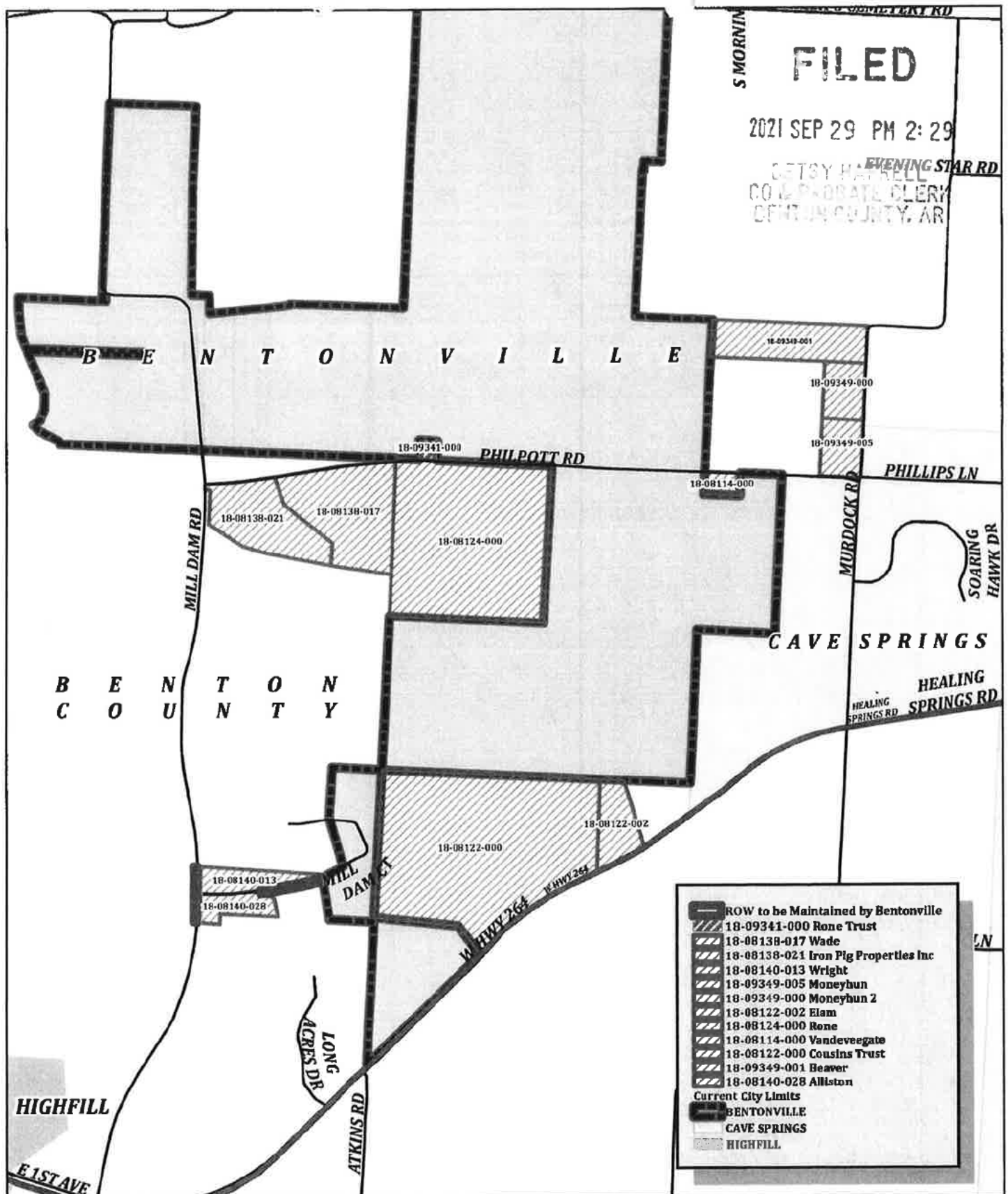


Exhibit 'C-2'
Cousins 2 Annexation



EXHIBIT 'D'

FILED

Greetings:

2021 SEP 29 PM 2:29

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (Cousins 2) into the City of Bentonville. I am a licensed Professional Engineer in the State of Arkansas. Based on my review, I verify that the real property described in Exhibit D-1 to this letter is contiguous with the City of Bentonville and that no enclaves will be created if the described property is accepted by the City of Bentonville.

Sincerely,



Travis Matlock, P.E.

TRAVIS W. MATLOCK
9/21/21

FILED

2021 SEP 29 PM 2:29

Exhibit D-1
Cousins 2 Annexation

BETSY HADRELL
CO. & CLERK
SENTE, COUNTY, AR

Parcel 18-08122-000 Cousins Trust

Part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 2, Township 18N, 31 Range and more particular described as follows:

Beginning at the NE Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2.

Thence S87°08'37"E, 545.78';
Thence S02°00'01"W, 790.45';
Thence S62°47'09"W, 343.39';
Thence S58°41'14"W, 251.35';
Thence S52°01'36"W, 333.60';
Thence S44°08'36"W, 305.71';
Thence N38°00'44"W, 303.78';
Thence N84°13'28"W, 720.82';
Thence N02°58'31"E, 1284.98';
Thence S87°08'38"E, 1317.68' to the Point of Beginning.

Parcel 18-08138-017 Wade

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 3.
Thence N04°15'02"E, 370.95 to the Point of Beginning.
Thence N81°29'43"W, 519.08';
Thence N04°01'31"E, 195.75';
Thence N51°32'16"W, 531.88';
Thence N18°45'24"W, 244.63';
Thence N81°15'53"E, 473.37';
Thence N83°49'32"E, 572.15';
Thence S02°24'21"W, 972.13' to the Point of Beginning.

FILED

2021 SEP 29 PM 2:29

DETSY MADRELL
CO. CLERK
CLERK OF COUNTY, AR

Parcel 18-08140-028 Alliston

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence N86°27'02"W, 808.19' to the Point of Beginning.

Thence N03°32'58"E, 40';
Thence N20°25'00"W, 124.52';
Thence N74°33'18"W, 121.37';
Thence N7°20'01"W, 34.71';
Thence S82°39'59"W, 252.34';
Thence N89°37'10"W, 294.82';
Thence S0°12'08"W, 232.03';
Thence S85°3'03"E, 191.55';
Thence N02°22'02"E, 86.82';
Thence S86°27'02"E, 514.80' to the Point of Beginning.

18-08140-013 Wright

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W, and more particularly described as follows:

Commencing at the NE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°36'05"W, 661.83';
Thence S89°05'38"W, 61.90';
Thence S49°51'21"W, 242.50';
Thence S61°41'29"W, 242.50' to the Point of Beginning.
Thence N83°57'09"W, 1018.15';
Thence S87°43'00"W, 69.99';
Thence S00°12'08"W, 248.05';
Thence S89°37'10"E, 294.82';
Thence N82°39'59"E, 344.03';
Thence N79°19'11"E, 326.89';
Thence N71°58'04"E, 132.55' to the Point of Beginning.

18-09349-005 Mullen

FILED

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W, and more particularly described as follows:

2021 SEP 29 PM 2:30

DETSY HARRELL
COUNTY CLERK
CENTON COUNTY, AR

Commencing at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S02°39'49"W, 822.22' to the Point of Beginning.
Thence S02°39'49"W, 492.92';
Thence N87°17'00"W, 353.49';
Thence N02°39'49"E, 492.89';
Thence S87°17'00"E, 353.49' to the Point of Beginning.

18-08138-021 Iron Pig Properties, LLC.

Part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W.

Thence N04°15'02"E, 370.95';
Thence N81°51'25"W, 514.01' to the Point of Beginning.
Thence N78°34'54"W, 566.77';
Thence N73°59'32"W, 205.64';
Thence N57°10'11"W, 353.66';
Thence N02°15'10"E, 286.11';
Thence N88°07'30"W, 39.96';
Thence N03°08'28"W, 50.02';
Thence N86°32'51"E, 252.17';
Thence N82°53'46"E, 94.37';
Thence N81°49'18"E, 221.04';
Thence N81°55'45"E, 35.50';
Thence S18°45'24"E, 248.16';
Thence S51°32'16"E, 531.88';
Thence S04°01'31"W, 195.75' to the Point of Beginning.

18-08114-000 Vandevcegate

Part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 18N, Range 31W, and more particularly described as follows:

Beginning at the NW Corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 2.
Thence East 305';
Thence S1°20'18"W, 170';
Thence West 305';
Thence N01°20'18"E, 170' to the Point of Beginning.

18-09349-001 Beaver

FILED

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

2021 SEP 29 PM 2:30

DETSY HARRELL
CO. & PROBATE CLERK
BUTLER COUNTY, AR

Beginning at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°39'49"W, 329.30';
Thence N87°27'50"W, 1321.96';
Thence N02°30'59"E, 329.40';
Thence S87°27'35"E, 1322.80' to the Point of Beginning.

18-08124-000 Rone

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 18N, Range 31W.

18-09349-000 Moneyhun

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

Commence at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°39'49"W, 329.30' to the Point of Beginning.
Thence S02°39'49"W, 492.92';
Thence N87°17'00"W, 353.49';
Thence N02°39'49"E, 491.81';
Thence S87°27'50"E, 353.49' to the Point of Beginning.

18-08122-002 Elam

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 18N, Range 31W and more particularly described as follows:

Commence at the NE Corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$.
Thence N87°11'26"W, 567.85' to the Point of Beginning.
Thence S16°02'38"E, 601.20';
Thence S57°41'22"W, 4.99';
Thence S62°07'51"W, 288.94';
Thence S63°15'08"W, 167.56';
Thence N02°48'34"E, 801.90';
Thence S87°11'26"E, 204.07' to the Point of Beginning.

18-09341-000 Rone

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

FILED

Commencing at the SW Corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35.

Thence S86°53'41"E, 193.06' to the Point of Beginning.

Thence N01°47'13"E, 161.03';

Thence S86°43'04"E, 159.11';

Thence S01°49'46"W, 160.53';

Thence N86°53'40"W, 158.98' to the Point of Beginning.

2021 SEP 29 PM 2:30

SETSY HARRELL
CO. CLERK
BENTON COUNTY, AR

ROW to be Maintained by City of Bentonville

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W.

Thence S02°58'56"W, 86.86';

Thence N85°13'03"W, 192.25' to the Point of Beginning;

Thence N83°38'52"W, 33.34';

Thence N00°27'09"E, 197.92';

Thence N00°51'01"E, 187.17';

Thence N01°37'29"W, 97.96';

Thence S89°05'25"E, 39.23';

Thence S00°52'28"W, 242.18';

Thence S00°55'43"W, 243.93' to the Point of Beginning.

AND

Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W.

Thence N86°57'48"W, 378.45';

Thence N09°24'42"W, 367.93' to the centerline of a County Road (Mill Dam Ct) for the Point of Beginning.

Thence leaving said County Road, S09°24'42"E, 20.28';

Thence S71°08'16"W, 114.50';

Thence S79°19'11"W, 277.03';

Thence S81°26'03"W, 140.86';

Thence N01°00'17"E, 20.21';

Thence N81°24'42"E, 136.76';

Thence N79°19'11"E, 216.74';

Thence N73°53'00"E, 174.86' to the Point of Beginning.

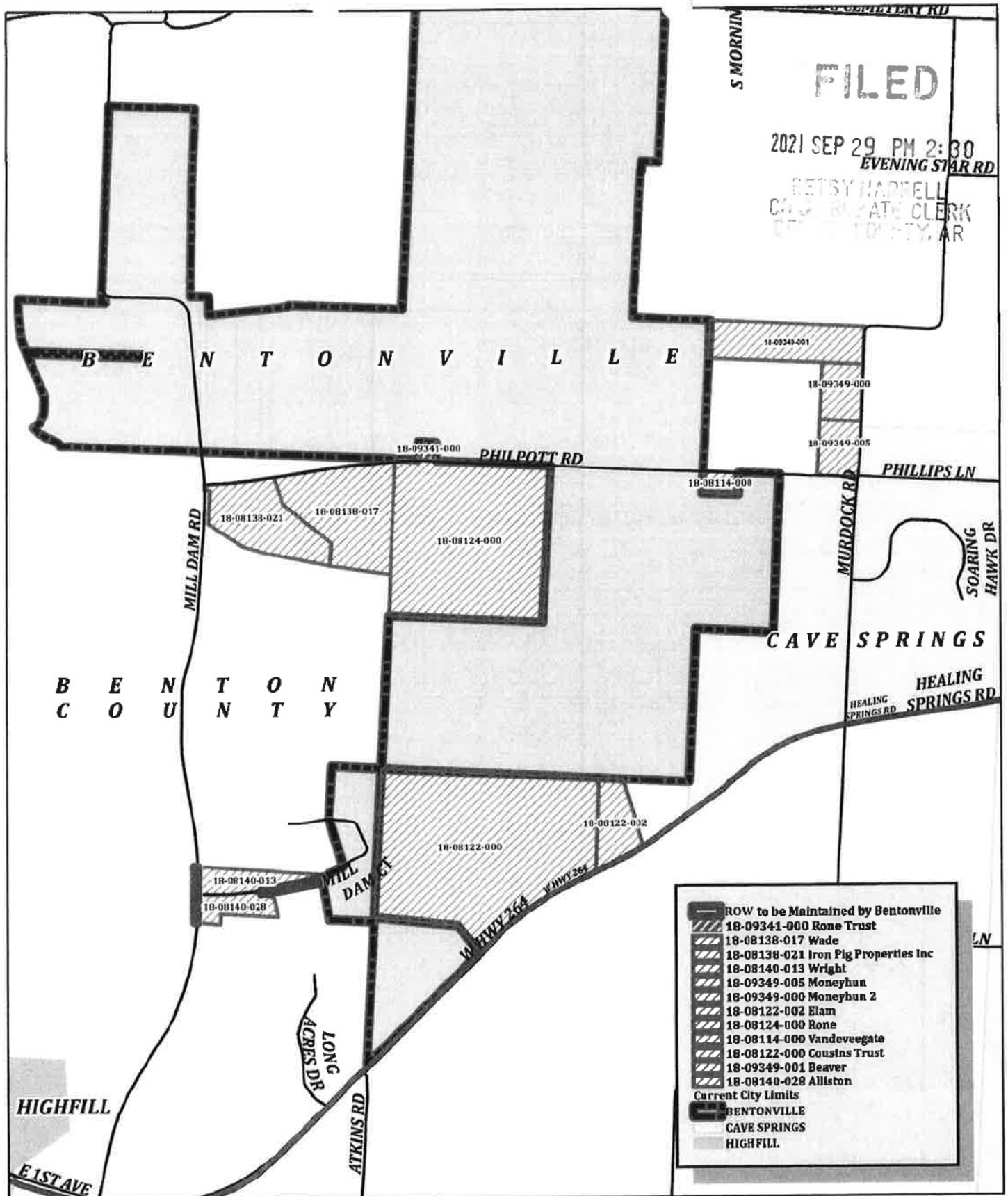


Exhibit 'D-2'
Cousins 2 Annexation





FILED
Department of Information and Shared Services
Governor Asa Hutchinson
Secretary Amy Fecher
Director Shelby Johnson
2021 SEP 29 PM 2:30

BETSY HARRELL
CO & PA STATE CLERK
BENTON COUNTY, AR

September 17, 2021

Mr. Jim Wheelless
GIS Coordinator – City of Bentonville
305 SW A Street
Bentonville, AR 72712

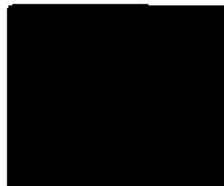
RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR described as the "Cousins Trust" annexation and located in Sections 2 & 3, Township 18 North, Range 31 West and Section 35, Township 19 North, Range 31 West. This letter represents confirmation that you have coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Sincerely,



Jennifer Wheeler, Sr. GIS Analyst

Attachments:
GIS Office Map of Proposed Annexation
Legal Description
Secretary of State Municipal Change Checklist

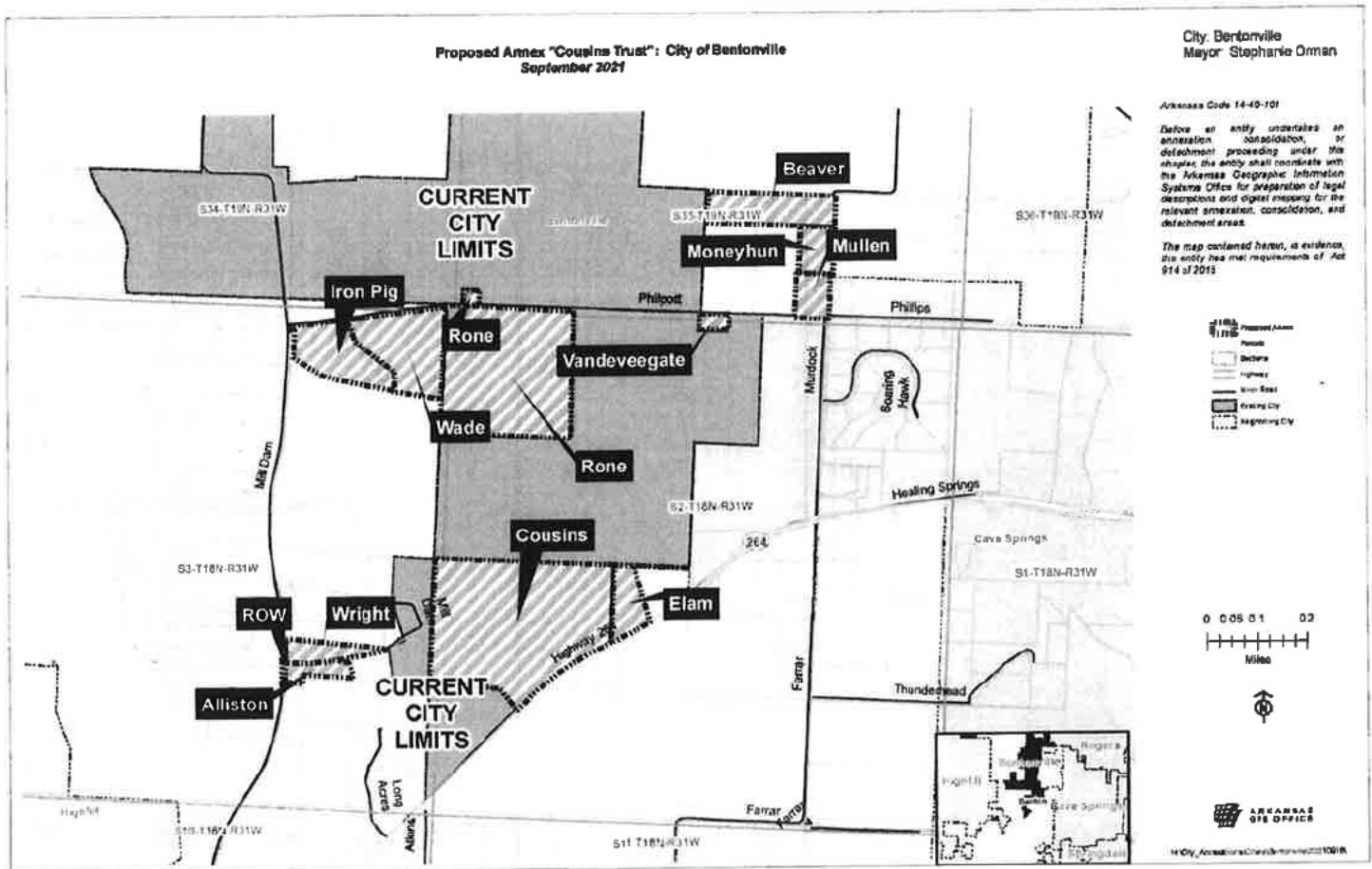
H:\City_Annexations\Cities\Bentonville\20210916\Doc\20210916_Bentonville_Annexation_Coordination_Letter.docx

Arkansas Geographic Information Systems
501 Woodlane Street, Suite G04 * Little Rock, AR 72201 * 501.682.2767
TRANSFORM.AR.GOV

FILED

2021 SEP 29 PM 2:30

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR



FILED

2021 SEP 29 PM 2:30

BETSY HARRELL
CO. & PROBATE CLERK
TOWNSHIP CLERK

Parcel 18-08122-000 Cousins Trust

Part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 2, Township 18N, 31 Range and more particular described as follows:

Beginning at the NE Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2.

Thence S87°08'37"E, 545.78';
Thence S02°00'01"W, 790.45';
Thence S62°47'09"W, 343.39';
Thence S58°41'14"W, 251.35';
Thence S52°01'36"W, 333.60';
Thence S44°08'36"W, 305.71';
Thence N38°00'44"W, 303.78';
Thence N84°13'28"W, 720.82';
Thence N02°58'31"E, 1284.98';
Thence S87°08'38"E, 1317.68' to the Point of Beginning.

Parcel 18-08138-017 Wade

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 3.
Thence N04°15'02"E, 370.95 to the Point of Beginning.
Thence N81°29'43"W, 519.08';
Thence N04°01'31"E, 195.75';
Thence N51°32'16"W, 531.88';
Thence N18°45'24"W, 244.63';
Thence N81°15'53"E, 473.37';
Thence N83°49'32"E, 572.15';
Thence S02°24'21"W, 972.13' to the Point of Beginning.

FILED

2021 SEP 29 PM 2:30

Parcel 18-08140-028 Alliston

DETS HARRELL
CO & RE DATE CLERK
COUNTY, AR

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

Commencing at the SE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence N86°27'02"W, 808.19' to the Point of Beginning.

Thence N03°32'58"E, 40';
Thence N20°25'00"W, 124.52';
Thence N74°33'18"W, 121.37';
Thence N7°20'01"W, 34.71';
Thence S82°39'59"W, 252.34';
Thence N89°37'10"W, 294.82';
Thence S0°12'08"W, 232.03';
Thence S85°3'03"E, 191.55';
Thence N02°22'02"E, 86.82';
Thence S86°27'02"E, 514.80' to the Point of Beginning.

18-08140-013 Wright

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W, and more particularly described as follows:

Commencing at the NE Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°36'05"W, 661.83';
Thence S89°05'38"W, 61.90';
Thence S49°51'21"W, 242.50';
Thence S61°41'29"W, 242.50' to the Point of Beginning.
Thence N83°57'09"W, 1018.15';
Thence S87°43'00"W, 69.99';
Thence S00°12'08"W, 248.05';
Thence S89°37'10"E, 294.82';
Thence N82°39'59"E, 344.03';
Thence N79°19'11"E, 326.89';
Thence N71°58'04"E, 132.55' to the Point of Beginning.

18-09349-005 Mullen

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W, and more particularly described as follows:

FILED

2021 SEP 29 PM 2:30

JERRY HARRELL
CO & PROBATE CLERK
CENTRAL COUNTY, AR

Commencing at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S02°39'49"W, 822.22' to the Point of Beginning.
Thence S02°39'49"W, 492.92';
Thence N87°17'00"W, 353.49';
Thence N02°39'49"E, 492.89';
Thence S87°17'00"E, 353.49' to the Point of Beginning.

18-08138-021 Iron Pig Properties, LLC.

Part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 18N, Range 31W and more particularly described as follows:

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Thence N78°34'54"W, 566.77';
Thence N73°59'32"W, 205.64';
Thence N57°10'11"W, 353.66';
Thence N02°15'10"E, 286.11';
Thence N88°07'30"W, 39.96';
Thence N03°08'28"W, 50.02';
Thence N86°32'51"E, 252.17';
Thence N82°53'46"E, 94.37';
Thence N81°49'18"E, 221.04';
Thence N81°55'45"E, 35.50';
Thence S18°45'24"E, 248.16';
Thence S51°32'16"E, 531.88';
Thence S04°01'31"W, 195.75' to the Point of Beginning.

18-08144-000 Vandevaege

Part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 18N, Range 31W, and more particularly described as follows:

Beginning at the NW Corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 2.
Thence East 305';
Thence S1°20'18"W, 170';
Thence West 305';
Thence N01°20'18"E, 170' to the Point of Beginning.

18-09349-001 Beaver

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

FILED

2021 SEP 29 PM 2:30

DESY HARRELL
COUNTY CLERK
SOUTHERN DISTRICT AR

Beginning at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°39'49"W, 329.30';
Thence N87°27'50"W, 1321.96';
Thence N02°30'59"E, 329.40';
Thence S87°27'35"E, 1322.80' to the Point of Beginning.

18-08124-000 Rone

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 18N, Range 31W.

18-09349-000 Moneyhun

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

Commence at the NE Corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$.
Thence S2°39'49"W, 329.30' to the Point of Beginning.
Thence S02°39'49"W, 492.92';
Thence N87°17'00"W, 353.49';
Thence N02°39'49"E, 491.81';
Thence S87°27'50"E, 353.49' to the Point of Beginning.

18-08122-002 Elam

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 18N, Range 31W and more particularly described as follows:

Commence at the NE Corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$.
Thence N87°11'26"W, 567.85' to the Point of Beginning.
Thence S16°02'38"E, 601.20';
Thence S57°41'22"W, 4.99';
Thence S62°07'51"W, 288.94';
Thence S63°15'08"W, 167.56';
Thence N02°48'34"E, 801.90';
Thence S87°11'26"E, 204.07' to the Point of Beginning.

18-09341-000 Rone

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 19N, Range 31W and more particularly described as follows:

Commencing at the SW Corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35.
Thence S86°53'41"E, 193.06' to the Point of Beginning.
Thence N01°47'13"E, 161.03';

FILED

Thence S86°43'04"E, 159.11';
Thence S01°49'46"W, 160.53';
Thence N86°53'40"W, 158.98' to the Point of Beginning.

2021 SEP 29 PM 2:30

DELSY HARRELL
CO & PRETATE CLERK
BENTON COUNTY, AR

ROW to be Maintained by City of Bentonville

Part of the SW ¼ of the SE ¼ and Part of the NW ¼ of the SE ¼ all in Section 3, Township 18N, Range 31W and more particularly described as follows:
Commencing at the NE Corner of said SW ¼ of the SE ¼ of Section 3, Township 18N, Range 31W.

Thence S02°58'56"W, 86.86';
Thence N85°13'03"W, 192.25' to the Point of Beginning;
Thence N83°38'52"W, 33.34';
Thence N00°27'09"E, 197.92';
Thence N00°51'01"E, 187.17';
Thence N01°37'29"W, 97.96';
Thence S89°05'25"E, 39.23';
Thence S00°52'28"W, 242.18';
Thence S00°55'43"W, 243.93' to the Point of Beginning.



Agenda Item Form

Date of City Council Meeting	11/23/2021
Department	Planning
Submitted by	Shelli Kerr
Phone	(479)271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Re-appointment of Holly Hook as ex-officio on the Tree and Landscape Advisory Committee. This will be Mrs. Hook's second term that begins January 1, 2022, and expires December 31, 2024.					

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



MEMO



To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC date: November 23, 2021
RE: **Re-appointment of Holly Hook as ex-officio member to the Tree and Landscape Advisory Committee**

I recommend Holly Hook for re-appointment to serve as the ex-officio member for the City's Tree and Landscape Advisory Committee.

This will be Mrs. Hook's second term, beginning January 1, 2022, and expiring December 31, 2024.

Stephanie Orman



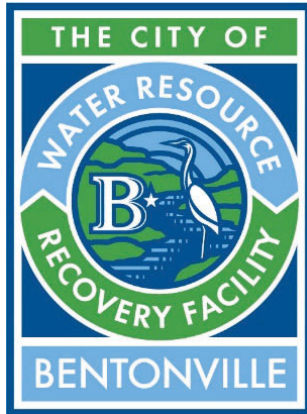
Agenda Item Form

Date of City Council Meeting	11/23/2021
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	479-696-0273

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to dispose of (3) Fairbanks Morse pump and motor assemblies and (1) Fairbanks Morse motor from a lift station upgrade in 2016. IFB/21/33 published 8/29/21 and 9/5/21 received no questions or bids on the equipment. This was approved 5/0 by the Utility Board on 10/26/2021.					

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





Memo

To: City Council, Mayor Orman

CC: Mike Bender

From: Chris Earl, Water Resource Recovery Facility

City Council Meeting Date: November 23, 2021

Re: Resolution to declare items as surplus

Resolution to declare (3) Fairbanks Morse pump and motor assemblies and (1) Fairbanks Morse motor from a lift station upgrade in 2016 as surplus for disposal. These items were sent to bid IFB-21-23 and were published on August 29, 2021, and September 5, 2021. We received no questions or bids on the equipment.

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

Thank you for your consideration of this request.



CITY OF BENTONVILLE

SURPLUS FORM

Complete this form and email to purchasing@bentonvillear.com

ALL ITEMS WITH AN ORIGINAL COST OF \$4,500.00 OR MORE MUST HAVE A SERIAL NUMBER OR ASSET ID LISTED
TO DELIVER YOUR SURPLUS ITEMS TO THE AUCTION STORAGE BUILDING, CONTACT PURCHASING@BENTONVILLEAR.COM TO SET AN APPOINTMENT

(PLEASE DO NOT SEND YOUR COMPLETED COPY AS A .PDF)

Department	Contact Person	Description	Item Age	Year	Manufacturer	Model	Measurements	Miles/Hours	Unit Number (if applicable)	Current Location	Condition (known issues, missing parts, won't start, etc.)	Serial Number, E/N or VIN (Vehicle Identification Number) (if any)
1 WRRF	Chris Earl	60 hp Fairbanks Morse Motor		2008	Fairbanks Morse					WRRF	Motor only was running last time checked	1006522-2
2 WRRF	Chris Earl	60 hp Fairbanks Morse Motor		2008	Fairbanks Morse					WRRF	Complete pump assembly Mod# U06D023240250000A Was running before replaced	1006522-1
3 WRRF	Chris Earl	60 hp Fairbanks Morse Motor		2008	Fairbanks Morse					WRRF	Complete pump assembly Mod# U06D023240250000A Was running before replaced	1006522-0
4 WRRF	Chris Earl	60 hp Fairbanks Morse Motor		2008	Fairbanks Morse					WRRF	Complete pump assembly Mod# U06D023240250000A Was running before replaced	1006522-2
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE WATER
RESOURCE RECOVERY FACILITY 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 Water Resource Recovery Facility, more particularly described in the attached memo and surplus form, is hereby declared to be surplus and the Water Resource Recovery Facility 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	11/23/2021
Department	Administration/Human Resources
Submitted by	Ed Wheeler
Phone	479-271-3191

Item Type: (Check Applicable Item Type)

☐ Budget Adjustment

☐ Change Order

☐ Informational

☐ Ordinance

☒ Resolution

☐ Bid Award

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

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Stephens Insurance for Workers Compensation insurance for the period of January 1, 2022 - December 31, 2022. This policy will be with Affiliated BitCo Insurance - who will be our Workers Compensation Insurance Carrier. Stephens Insurance acts as the City's broker for Workers Compensation, reaching out to insurance carriers and recommending the carrier chosen. See attached proposal. The total cost of Workers Compensation Insurance property insurance is \$267,582.00. This is a fully budgeted item in the 2022 budget.

Estimated Cost	\$267,582.00 annually
-----------------------	------------------------------

Is this Item Budgeted?	☒ Yes ☐ No
-------------------------------	---

If no, please explain how item will be funded (briefly explain in space below) :



www.bentonvillear.com
PLEASE RECYCLE





4 November, 2021

To: Bentonville City Council

From: Human Resources

Subject: Memo Concerning Changing the City's Workers Compensation Carrier from the AR Municipal League to BitCo insurance.

1. Staff recommends that the City Council approve the change in Workers Compensation Carriers from the AR Municipal League to BitCo insurance.
2. Over the last 15+ years the City has had significantly low workers compensation claims. During this same period, our workers compensation rates had risen significantly. The City reached out to Stephens Insurance to shop our workers compensation insurance and undertook a process to identify and select a new workers compensation broker.
3. BitCo Insurance quoted us an annual rate that was \$100,000 lower than what we're currently paying. BitCo specialized in industrial workers compensation coverage for industries like commercial contractors, construction trades, utility construction, forestry, oil & gas extraction, and public entities. BitCo is AA (Superior) rated as of April, 2021 and has A+ ratings going back to 2017.
4. This change will allow the City to save a significant amount of money and still maintain a great workers compensation claims management process.

Guaranteed Cost Workers' Compensation

Bitco Insurance
Workers' Compensation Limits Statutory
Employers' Liability Limits \$1,000,000
Annual Premium: \$267,528
Self-Insured Retention \$0

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A CONTRACT WITH STEPHENS INSURANCE, LLC. FOR WORKERS COMPENSATION COVERAGE FOR THE CITY OF BENTONVILLE.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Contract with Stephens Insurance, LLC., (insurance provided through BitCo Insurance), as per the Proposal 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	23-Nov-21
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-5927

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter into a Guaranteed Maximum Price Amendment to the Construction Management Agreement with Clinard Construction in an amount not to exceed \$2,064,599.00, to allow Clinard to order and lock in pricing for the Fire Training Tower materials and props. This Amendment is expected to be modified and increased to the total Guaranteed Maximum Price (Construction Manager's Fee plus the cost of the work) prior to commencement of construction. This current Amendment is only to place the defined orders necessary to avoid additional increases in costs for these materials due to supply chain issues and inflation.					

Estimated Cost	\$2,064,559.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Paid for out of the 2021 Bond Issue.	





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager,
Jake Harper, Finance Director
Date: November 23, 2021
Re: Training Facility

Fire Department is asking for approval to amend Clinard Construction's contract on the Fire Training Building and Props.

This would allow Clinard Construction to lock in the price of the Training Building and Props. Since April of this year, the price of the training building has increased approximately \$250,000.00 and we are being told that the price will continue to increase.

Supply chain problems and inflation is increasing the cost of this project since the original cost estimate was given for the bond.

Thank you for your consideration.

AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Twenty-Fourth day of November in the year Two Thousand Twenty One, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Thirteenth day of October in the year Two Thousand Twenty-One. (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

Bentonville Fire Training Facility
2431 SW Aviation Drive (Address to be verified with 911 Dispatch)
Bentonville, AR 72712

THE OWNER:

(Name, legal status, and address)

City of Bentonville
305 SW A Street
Bentonville, Arkansas 72712
Telephone Number: (479) 271-5966

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Clinard Construction Management, Inc.
615 N. Walton Blvd. Suite D
Bentonville, Arkansas 72712
mcclinard@clinardconstruction.com
Tel: 479-271-6212
Fax: 479-271-2490

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price for the sole purpose of purchasing long lead-time materials for the training tower and the materials for the props that are to be installed at a later date. This purchase will lock in pricing for the materials until such time as they are needed. This Amendment also includes the estimated cost of a Performance and Payment Bond Premium that is 1% of the Total Cost of Work estimated to be \$3,000,000. The Owner and Construction Manager agree this Amendment shall be modified and increased to the total Guaranteed Maximum Price as defined in Section 3.2.1 prior to commencement of Construction. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed unless Owner and Construction Manager agree for a modification. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Sixty-Four Thousand Five Hundred and Fifty Nine Dollars (\$ 2,064,559.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Materials Only for the Fire Training Tower from Fire Facilities, Inc.- \$1,367,279

Sales Tax on Materials for Fire Training Tower @ 9.5% State, County and City - \$129,892.

Materials Only for the Fire Training Tower Props from Symtech - \$490,765

Sales Tax on Symtech Materials for Tower Props @9.5% State, County and City - \$46,623.

Performance & Payment Bond for Cost of Construction - \$30,000 (based on estimated premium of 1% of \$3,000,000 Cost of Work) to be adjusted when Guaranteed Maximum Price is established.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

Init.

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- ☒ [X] The date of execution of this Amendment.
- ☐ [] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

- ☐ [] Not later than () calendar days from the date of commencement of the Work.
- ☐ [TBD] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Fire Facilities Quote	Wesco WT-4 Tower	11/2/2021	1
Symtech Quote	Custom Props	5/25/2021	11

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

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User Notes:

Init.

3

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Fire Facilities Drawings Dated 3/2/2021 with five (5) revisions, latest revision dated 7/26/2021

Number	Title	Date
Sheets 01 and 02	Floor Plans	7/26/21 last revision
Sheets 03 and 04	Elevations	7/26/21 last revision

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See attachments listed under A.4.1 below

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Fire Facilities, Inc. – see attached Proposal dated 11/2/2021

Symtech Live Fire Simulation Technology – see attached Proposal dated 3/25/2021

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Stephanie Orman Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

J. Mark Clinard President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:51:12 ET on 11/05/2021.

PAGE 1

This Amendment dated the Twenty-Fourth day of November in the year Two Thousand Twenty One, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Thirteenth day of October in the year Two Thousand Twenty-One. (the "Agreement")

...

Bentonville Fire Training Facility
2431 SW Aviation Drive (Address to be verified with 911 Dispatch)
Bentonville, AR 72712

...

(Name, legal status, and address)

City of Bentonville
305 SW A Street
Bentonville, Arkansas 72712
Telephone Number: (479) 271-5966

...

Clinard Construction Management, Inc.
615 N. Walton Blvd. Suite D
Bentonville, Arkansas 72712
mclinard@clinardconstruction.com
Tel: 479-271-6212
Fax: 479-271-2490

PAGE 2

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum ~~Price~~. Price for the sole purpose of purchasing long lead-time materials for the training tower and the materials for the props that are to be installed at a later date. This purchase will lock in pricing for the materials until such time as they are needed. This Amendment also includes the estimated cost of a Performance and Payment Bond Premium that is 1% of the Total Cost of Work estimated to be \$3,000,000. The Owner and Construction Manager agree this Amendment shall be modified and increased to the total Guaranteed Maximum Price as defined in Section 3.2.1 prior to commencement of Construction. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not ~~exceed~~. unless Owner and Construction Manager agree for a modification. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

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User Notes:

(1764976944)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Sixty-Four Thousand Five Hundred and Fifty Nine Dollars (\$ 2,064,559.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Materials Only for the Fire Training Tower from Fire Facilities, Inc. - \$1,367,279
Sales Tax on Materials for Fire Training Tower @ 9.5% State, County and City - \$129,892.

Materials Only for the Fire Training Tower Props from Symtech - \$490,765
Sales Tax on Symtech Materials for Tower Props @ 9.5% State, County and City - \$46,623.

Performance & Payment Bond for Cost of Construction - \$30,000 (based on estimated premium of 1% of \$3,000,000 Cost of Work) to be adjusted when Guaranteed Maximum Price is established.

PAGE 3

[X] The date of execution of this Amendment.

...

[TBD] By the following date:

...

<u>Fire Facilities Quote</u>	<u>Wesco WT-4 Tower</u>	<u>11/2/2021</u>	<u>1</u>
<u>Symtech Quote</u>	<u>Custom Props</u>	<u>5/25/2021</u>	<u>11</u>

PAGE 4

Fire Facilities Drawings Dated 3/2/2021 with five (5) revisions, latest revision dated 7/26/2021

...

<u>Sheets 01 and 02</u>	<u>Floor Plans</u>	<u>7/26/21 last revision</u>
<u>Sheets 03 and 04</u>	<u>Elevations</u>	<u>7/26/21 last revision</u>

...

See attachments listed under A.4.1 below

...

Fire Facilities, Inc. – see attached Proposal dated 11/2/2021
Symtech Live Fire Simulation Technology – see attached Proposal dated 3/25/2021

...

Stephanie Orman Mayor

J. Mark Clinard President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, J. Mark Clinard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:51:12 ET on 11/05/2021 under Order No. 9914671531 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

(1764976944)

PROPOSAL

FIRE FACILITIES INC.

314 WILBURN ROAD
SUN PRAIRIE, WI 53590-9401



FIRE FACILITIES
STEEL FIRE TRAINING TOWERS



"ASK BEFORE YOU BUY" - THE ONLY MAJOR STEEL FIRE TRAINING TOWER MANUFACTURED IN THE UNITED STATES



To: Clinard Construction Management, Inc. RE: Bentonville Fire Training Tower Proposal # 5217	From: John Schauf Regional Manager	Date: November 2, 2021 Phone: 1-800-929-3726 or (608) 327-4100 Fax: 1-866-639-7012 or (608) 834-1843 E-mail: jschauf@firefacilities.com
--	---	--

Remarks:

This proposal is regarding the price requested for Bentonville, AR.
The total estimated weight for these materials is 451,362.05 lbs.
The total price for this fire tower or parts, F.O.B. destination is \$1,322,998.00 as described below: * See tax note below
Freight: \$44,281.00

Freight + Material Price: \$1,367,279.00

Custom Painted Wesco Model WT-4 (Commissioner), Custom 30' Wide, w/ 50' Tall Tower, No Cladding Top Floor
Galv. Stairs And Railings Meet NFPA 1402/Building Code Requirements; Fire Escapes Only Meet OSHA Standards For Private U
30' Wide Residence W/ 5:12 - 9:12 Varied Pitched Gabled Roof, Additional 11' Bay W/ 9:12 Sloped Roof
50' Tall Fire Escape With (3) 2870 Prehung Door(s)
(15) Forged Swivel Rappelling Anchors (Rated for 10,000 lb Ultimate Load And 1,000 lb Working Load)
(1) 2'-6" x 3'-0" Bilco Roof Hatch(es) in Attic Floor w/ (1) Vertical Ladder
(2) 2'-6" x 4'-6" Bilco Roof Hatch(es) w/ (2) Ships Ladder(s)
Parapet Wall On Lower Tower Roof and Flat Residence Roof & Perimeter Roof Railing On Upper Tower Roof and Annex Roof
(1) Siamese FDC & (1) 5" 30 deg Storz FDC w/ Galv. 4" Riser (Approx. 34 ft. high) w/ (1) Sprinkler system(s), 3-head
(1) Fan/Belt Driven Sidewall Exhauster (Standard - One speed, Single phase 240 Volt 60 Hz)
(4) Scout Temp. Meter(s): Data Logging, Downloadable Via Infrared, Internal Alarms, Relay For Ext. Alarms, Bluetooth Enabled
Artificial Smoke Distr. System, 6 outlets (Includes two cabinets, 115 V 60 Hz blower, gate valves, and 3" dia. schedule 40 pvc pipe)
(34) Movable/Sliding Galv. Partition Panels (3'-7" Wide) For Maze System
(4) Movable/Sliding Galv. Partition Panels (3'-7" Wide) With Working Door For Maze System
(2) 10'-6" Long Ladder Hook Bar(s)
(1) Three Rail Rappelling Railing System, 42" High, Prime Painted Tubes/Pipes
(30) Galv. Movable Half Wall Panels (36" Wide x 45" Tall) For Maze System
Foundation Design Included (Soils Report By Others)
Novabrik - Motarless Brick Siding For Exterior
Slip-Resistant Roof Coating (Polyurethane Three-Coat Paint System) on Residence Single Sloped Roof Only
(2) Cast Iron Manhole Frame/Cover(s) With 34" Diameter Lid, Self Seal Gasket, And Concealed Pick Point
(1) 7' x 8' Inset Balcony on Tower 3rd Floor w/ (1) 7' x 3.5' x 8' High Corner Spot Burn Area w/ (2) Doors (600 Deg. Maximum)
(1) 14' x 12' Annex Burn Room With (1) Door & (1) 14' x 18' Annex Burn Room With (1) Door
(1) 11' x 18' (Garage) Burn Room With (3) Doors
(1) 11' x 11' (Living Room) Burn Room With (1) Door
(1) 11' x 13' (Kitchen) Burn Room With (2) Doors
(1) 14' x 4' (Hallway) Burn Room With (1) Door
(1) 11' x 16' (Bedroom) Burn Room With (1) Door
(1) 6' x 8' (Office) Burn Room With (2) Framed Openings
(1) 13' Long x 21' Long x 4' Wide (Hallway) Burn Room With (4) Doors
(1) 9.5' x 12' (Apartment / Loft) Burn Room With (1) Doors & (1) 6' x 16' (Apartment / Loft) Burn Room With (1) Doors
White Liner Panel on All Interior Stud Walls Throughout the Structure

Per Drawings REVISED November 2, 2021

Ship date is 10-14 weeks upon receipt of signed contract. Payment is due in full, 30 days from ship date. Prices quoted in U.S. Dollars. Prices include the design, materials, fabrication, and freight only - foundation and erection labor prices only if shown.

Applicable taxes may need to be added based on location. Prices effective 60 days from date of this proposal.

3004.eff.0320

1 of 1

May 25, 2021

Justin Scantlin, Battalion Chief
Bentonville Fire Department
Bentonville, AR 72712
Tel: (479) 685-1096
Via email: jscantlin@bentonvillear.com

SUBJECT: Proposal for Structural Fire Simulators for Bentonville Fire Department, AR

Dear Battalion Chief Scantlin:

Please find our proposal for our Structural Fire Simulator ST/ST-PRO systems attached for installation in the planned "Commissioner" Model Pre-Engineered Metal Building in Bentonville, AR. The proposed pricing is based on installation in the first half of 2022, but earlier installation is available.

Our proposal consists of the following:

- Structural Fire Simulator Price Proposal (*w/ Options*)
- Terms & Conditions of Sale
- Fire Simulator Burn Prop Examples
- Installation Responsibility Matrix

Symtech specializes in live fire simulation technologies utilizing environmentally friendly propane or natural gas. Our Live Fire Simulator Technology is fully compliant with the NFPA 1402 Standard on Facilities for Fire Training and Associated Props.

We look forward to meeting your fire training needs!

Sincerely,



Jonathan J. Hanson
Managing Director

Who we are...

Symtech specializes in live fire simulation technologies utilizing environmentally friendly propane or natural gas. Our Live Fire Simulator Technology is fully compliant with the NFPA 1402 Standard on Facilities for Fire Training and Associated Props. In addition to our LPG-fueled structural live fire training systems, we offer a full complement of Outdoor & Industrial Fire Simulators, Flashover Trainers, and Fire Behavior Labs. Our service team has the expertise to service both our installations, as well as competitive installations. We also provide annual NFPA 1402 inspections for Symtech or competitive equipment.



Our commitment to excellence...

Safety...



Symtech is committed to the safety of system operators and trainees alike. Our systems are fully compliant with NFPA 1402, which became a standard (*rather than a guide*) beginning in 2019. Unlike older systems, our offerings are designed from the ground up with this new Standard in mind. We utilize the highest quality components available including pilot and main burners systems, valves, and electronics.

Realism...

We are committed to delivering training realism with thermal output, flame sizes, flame variability, and smoke output that leads the fire training systems industry. Environmentally friendly propane and natural gas (*indoors only*) alleviate environmental concerns, while delivering consistent training fires at the push of a button.



Customization...



Within the parameters of the NFPA 1402 Standard, Symtech provides our customers with the customization and flexibility options they desire. This is imperative to addressing unique challenges that vary from department to department and within SOP's domestically and abroad. We pride ourselves in delivering timely custom solutions on time and under budget.

Service...

Service is an essential component in what we do as a company. It is not a profit center, but rather, it is a vital element in achieving our mission of enabling AHJ's to deliver life-saving training when it's needed most. We not only stock vital system components to ensure their availability on short notice, but we also offer turnkey service and maintenance.



ST1033-JH-25May2021
Proposal for Structural Fire Simulator ST/ST-PRO Equipment
for Bentonville Fire Department, AR

Item	Description	Price
1	Kitchen Fire Simulator ST-PRO Burn Room Equipment Set with Smoke 1 st Floor Burn Room <u>Main System Components</u> ▪ Heavy Duty Interchangeable Burn Prop Platform/Mockup ▪ Stainless Steel Pilot Ignition System (Highly Reliable Ionization Method) ▪ Designed For Maintenance (DFM) ▪ 60,000 CFM Integrated Smoke Generation System <u>Industrial Controls</u> ▪ Touchpanel Operator Interface ▪ PLC-Computer Controls ▪ Variable Flame Control ▪ Wireless Controls ▪ Data Recording ▪ Audible Fault Alarm <u>Safety Systems</u> ▪ 3rd Party On-Site Inspection by an OSHA-recognized NRTL ▪ Monitored & Interlocked Fail-safe Pilot ▪ Fail-safe Valves ▪ Infrared (IR) Gas Detection System ▪ Temperature Monitoring System ▪ Integrated Ventilation / Exhaust System ▪ Full Compliance with the Latest Edition of NFPA 1402 (2019 ed.) <u>Logistics & Support</u> ▪ Delivery to Bentonville, AR ▪ Installation & Commissioning ▪ 8-hour Operation & Maintenance Training Course, up to (10) Students ▪ Electronic Operation & Maintenance Manuals ▪ Technical Phone Support for the Life of the Product	\$114,900
2	Kitchen Cabinet Extension Fire, 1st Floor Above Kitchen Stove Burn Prop	\$38,500
3	Garage Car Fire Simulator / Warehouse Burn Room Equipment Set, 1st Floor Car can be used indoors or outside; garage easily converts to warehouse / storage fire scenario	\$122,000
4	Hallway/Corridor Rollover Fire, 1st Floor First Floor Hallway	\$45,700
5	Queen Bed Burn Prop Equipment Set, 2nd Floor 2 nd Floor Burn Room	\$109,000

6	BBQ Grill Fire Prop, 3rd Floor Exterior Prop, 3 rd Floor Inset Balcony Area	\$35,365
7	Smoke Machine w/ E-Stop and Fan Tie-in for Central Distribution System Distribution System and Ventilation Fan by FFI, Electronic Controls and Wiring by Symtech	\$8,900
8	Fully Integrated Sound System incl. Ambient and Search & Rescue Sounds 3 Burn Rooms (2 Channels per Room), 2 Hallway Areas and 2 Non-Burn Rooms (10 Speakers Total)	\$16,400
9	100% Payment & Performance Bond for Base Scope (Items 1-8)	-0-
-	SUB-TOTAL, ITEMS 1 – 9	\$490,765
10	Add Alternate #1: Living Room Sofa Prop, 1st Floor 1 st Floor Burn Room	\$114,900
11	Add Alternate #2: Interchangeable Burn Prop, 3rd Floor Simulating Extension from BBQ Grill incl. Bookcase, Entertainment Center and Kitchen Mockups	\$116,500
12	Add Alternate #3: Hallway/Corridor Rollover Fire, 2nd Floor Second Floor Hallway	\$44,700
13	Add Alternate #4: Ceiling Rollover Fire, 1st Floor 1 st Floor Living Room Sofa Burn Room	\$19,600
14	Add Alternate #5: Kitchen Countertop Extension Fire, 1st Floor 1 st Floor Kitchen Burn Room (in addition to Stove and Overhead Cabinet Fires)	\$22,000
15	Add Alternate #6: Office Desk Burn Prop, 2nd Floor 2 nd Floor Double Burn Room Area	\$59,000
16	Add Alternate #7: Ceiling Rollover Fire, 2nd Floor 2 nd Floor Double Burn Room Area (can extend to both burn rooms w/ 3/4 partition wall)	\$19,600
17	Add Alternate #8: Interchangeable Prop Extension Fire Independently Operated Burn Prop Extension (Extends Bookcase, Entertainment Center or Kitchen)	\$26,000
18	Add Set of (4) Additional Interchangeable Fire Mockups Choose from Gas Bottles, Hazmat Drums, Motor Generator, Clothes Dryer, Boiler, etc.	\$11,200



Terms & Conditions:

Prices valid through 31 December 2021.

Installation to be completed 180 Days from PO assuming installation prerequisites are met.

Payment Terms: 30% on Order, 50% on Completion, 20% on Completion of Training Course. Net 10.

1-Year Industry Standard Warranty on Fire Training Equipment. Unlimited Technical Phone Support for the Life of the Product. 5-Year Warranty on Speaker System.

Subject to Symtech Standard Terms & Conditions.

Inclusions:

Burn Room Equipment Control Rack

Main Touchpanel Interface

Ventilation Fan incl. Control Electronics

NFPA-Compliant Safety Systems

Shipping to Bentonville, AR

Facility Interface / Applications Engineering, Installation, Commissioning and Operator's Training Course

Exclusions:

Offloading of All Equipment from Delivery Truck at Job Site (by GC or others)

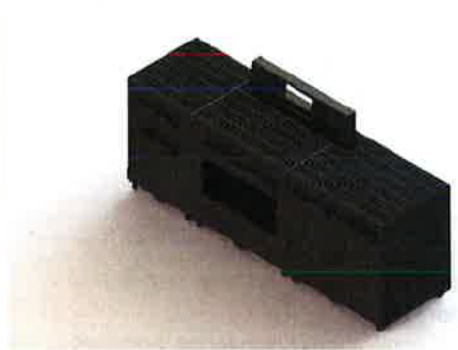
Air Louvers and Ventilation Ducting (if required)

Payment/performance bond, taxes, duties, permits, and any misc. fees, if applicable.

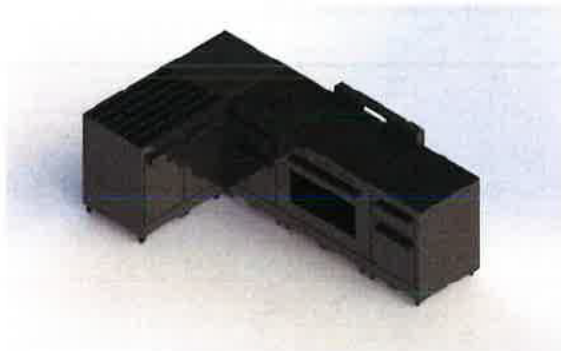
Fire Simulator ST Example Gas Burn Props



ST Stove Prop



ST Stove Prop Large



ST-Pro L-Shaped Stove Prop



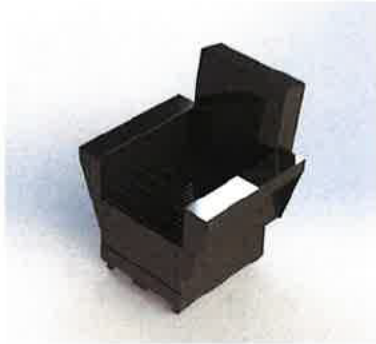
ST-Pro Commercial Stove Prop



ST Sofa (Loveseat) Prop



ST Sofa Prop Large



ST Recliner (Arm Chair) Prop



ST Recliner (Arm Chair) Prop Large



ST Attic Storage Prop



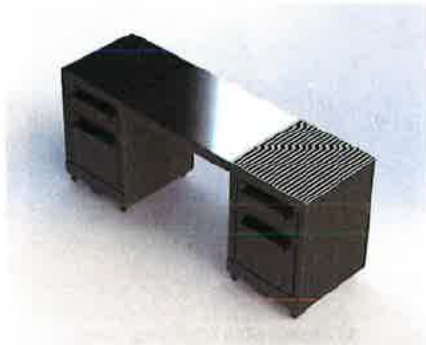
ST Attic Storage Prop (Large)



ST Cabinet/TV Stand Prop



ST Cabinet/TV Stand Prop



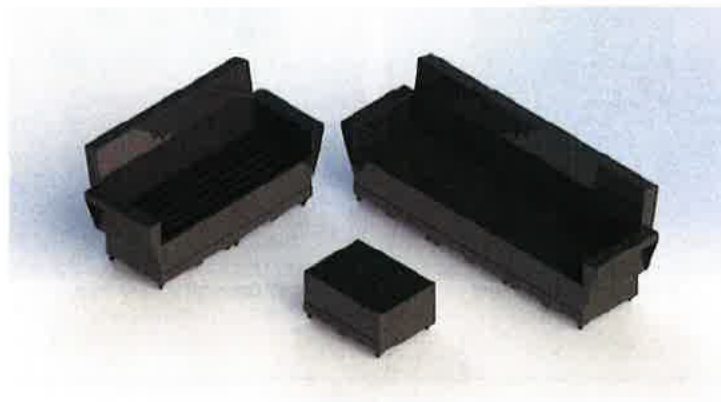
ST Office Desk Prop



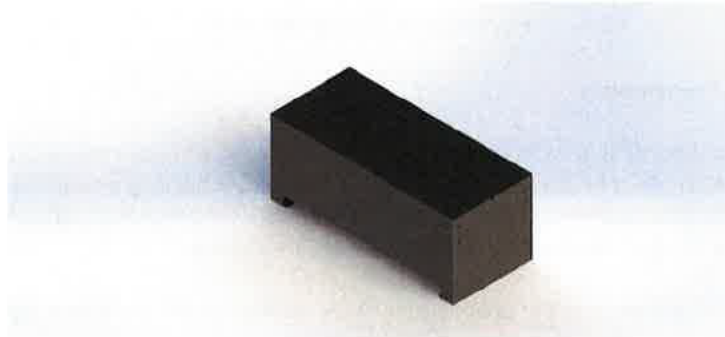
ST Office Printer/Copier Prop



ST Clothes Dryer Prop



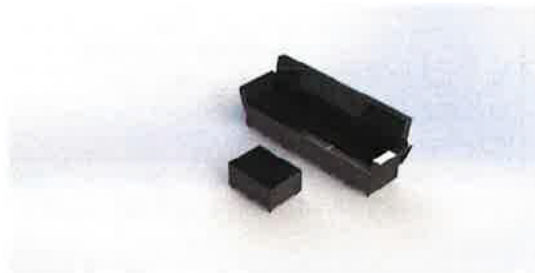
Living Room Example (Multiple ST-Pro Burn Props)



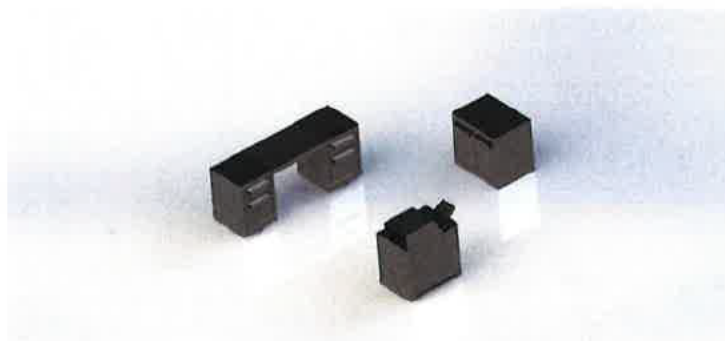
Interchangeable Burn Prop Platform



ST-Pro Arm Chair with Ottoman



ST-Pro Living Room Sofa with Ottoman



ST-Pro Office Suite

Installation Responsibility Matrix

Structural Fire Simulator ST

Burn Room Equipment Set

Equipment Installation Prerequisites

The training tower or burn building must be complete before the live fire simulator equipment installation can commence. The actual start date of installation is contingent on the burn building or training tower being ready for installation of the live fire simulator equipment. Symtech cannot install equipment in parallel with other trade labor activities including mechanical, electrical, or thermal liner installation.

The following installation tasks must be completed prior to the installation of fire training equipment.

Item	Task Description
1	Propane Gas supply available at the burn building
2	Electrical power available at the burn building
3	Burn Building /Tower complete and burn room lining/insulation installed

Responsibility Matrix

Item	Equipment Description	Symtech	Fire Facilities	GC or Owner
	Structural Fire Simulator Equipment Set			
1	Manufacturer, ship, install and test the selected live fire trainers	X		
2	Smoke Generation System (1 per burn room equipment set) and 1 for centralized smoke distribution system complete with e-stops and remote control	X		
3	Smoke Distribution System Piping, Cabinets, Blower, and Valving		X	
4	Wireless Controls (1 per burn room equipment set)	X		
5	All NFPA 1402 Required System Safety Devices & Systems Including: ▪ Gas Detection System (IR) ▪ Temperature Monitoring ▪ Ventilation Fans and Control Electronics ▪ Monitored & Interlocked Pilots ▪ PLC Computer Controls	X		
6	Remote Diagnostics Capability	X		
7	Wireless LAN or Ethernet Connection (wired to main Flame Control Panel)			X
	Propane Gas			
8	Provide and install Propane Fuel Tank (min. 1,000 Gallon)			X
9	Provide and install gas pressure regulators.			X
10	Provide and install 2" underground fuel line with gas stub-up (capped with manual shut-off valve and pressure tested) at exterior of the Burn Building immediately adjacent to the supply entry point into the structure as per Symtech facility interface drawings.			X
11	Provide and install gas piping (with manual shutoff valves) from gas supervisor station to Fire Prop equipment location(s)			X

	as per Symtech facility interface drawings.			
12	Connections from Fire Prop equipment room location (s) to fire simulator equipment.	X		
	Electrical			
13	Provide electrical service panel at the burn building or tower. The service panel should be sized based on the fire simulator equipment specification. Available power must be confirmed with Symtech fire prior to manufacturing. Typical power requirements: 208VAC 1ph, 60Hz, 30A per burn room.			X
14	12" x 12" x 6" High and low voltage pull boxes connected together at Fire Prop main control panel, Fire Prop equipment location (s) and gas supervisor station as per Symtech facility interface drawings.			X
15	Electrical distribution from the service panel to each electrical cabinet area as per Symtech facility interface drawings.			X
	Burn Building/Tower & Exterior Training Areas (if applicable)			
16	Pre-Engineered Burn Building Design and Materials Package		X	
17	Construction of the burn building or tower			X
18	Thermal insulation / liner for burn rooms (materials)		X	
19	Thermal insulation / liner for burn rooms (installation)			X
20	Ventilation ducting and louvers in burn rooms (if required)			X
21	Building penetrations for fire prop training equipment			X
22	Concrete or steel protective barriers as required			X
23	Concrete Pads/Trenching			X
	Logistics			
24	Shipping of fire training equipment to site	X		
25	Offloading of fire trainer equipment from delivery truck			X
26	Provide an initial ten (10) gallons of smoke fluid	X		
27	Provide operator and maintenance manual to the owner	X		
28	Provide an operation and maintenance training course for up to ten students designated by the owner.	X		
29	Warrant the system to be free from defects in material and workmanship for a period of one (1) year after installation.	X		
30	Provide suitable firefighting water for testing purposes			X
31	Obtain any required permits and inspections			X

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO GUARANTEED MAXIMUM PRICE AMENDMENT #1 TO THE EXISTING AGREEMENT WITH CLINARD CONSTRUCTION MANAGEMENT, INC. RELATED TO THE BENTONVILLE FIRE DEPARTMENT TRAINING FACILITY.

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 Guaranteed Maximum Price Amendment #1 to the existing agreement with Clinard Construction Management, Inc. related to construction of the Bentonville Fire Department Training Facility, as set forth in the Amendment 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	11/23/2021
Department	Finance/Fire Department
Submitted by	Jake Harper/Brent Boydston
Phone	479-271-6781

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Approve Budget Adjustment related to Salaries and Benefits for the Fire Department mainly resulting from increased overtime related to Covid-19, the corresponding benefits associated with that overtime and an original budget issue noticed in the LOPFI budget. Please see attached memo.					

Estimated Cost	\$180,000
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Funded through General Fund Reserves.	





Budget Adjustment Request

Date of City Council Meeting	11/23/2021
Department	Fire Department and Accounting
Submitted by	Jake Harper
Phone	479-271-6781

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget Adjustment related to Salaries and Benefits for the Fire Department mainly resulting from increased overtime related to Covid-19, the corresponding benefits associated with that overtime and an original budget issue noticed in the LOPFI budget. Please see attached memo

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102020	41310	Overtime		\$ 115,000.00
102020	41820	LOPFI		\$ 65,000.00
		Totals	\$ -	\$ 180,000.00
		Net Impact on Fund Balance	\$ (180,000.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				



www.bentonvillear.com
PLEASE RECYCLE





MEMORANDUM

TO: Mayor Orman
City Council

FROM: Jake Harper, Finance Director

DATE: November 16, 2021

SUBJECT: Budget Adjustment for Salaries and Benefits

During the Finance Departments October review of the City's budget it was noted that the Fire Department was tracking higher on some payroll and benefit expenses than budgeted. We analyzed the budget and also worked with the Fire Department to determine what is needed to finish out the year. Below is a summary and then more detail about the estimated needed amount:

Summary of request:

Increase in Overtime Account of \$115,000
Increase in LOPFI Account of \$65,000
Total Increase in budget \$180,000

Overtime

Current Budget - \$575,000
Estimated needed through end of the year - \$690,000
Increase to Budget - \$115,000

* See page 2 for a memo from the Fire Department for explanation of overtime overage

LOPFI

Current Budget \$1,545,000
Estimated Needed through end of the year - \$1,610,000
Increase to Budget - \$65,000

*\$27,025 is directly related to overtime because LOPFI is 23.5% of salary costs

*\$31,175 is related to under budgeting 2021 compared to where 2020 budget ended

*\$6,800 is related to other salary costs



Inter-office Memorandum

To: Jake Harper, Finance Director
From: Brent Boydston, Fire Chief
CC:
Date: November 23, 2021
Re: Budget Adjustment for Overtime

Due to COVID, the fire departments overtime budget will be \$115,000.00 in the red by the end of the year.

The fire department had numerous occasions when an employee would come to work and then get a phone call from a family member or spouse stating they had COVID. Once that employee was in the station, we had to assume that the entire shift had been exposed at that time. The entire shift was sent home until their 3 – 5 day wait period was up before a COVID test could be performed.

On other occasions, we would have an employee come to work, but not be showing any signs or symptoms until the day after they left work. The employee would go get tested and be positive. The shift would be called and told to stay home until a test could be acquired.

To maintain adequate staffing, overtime personnel were called in to cover that station until we could bring personnel back.

The Fire Department also participated or held Covid-19 clinics involving 950 staff hours at an estimated salary of \$32,000.

At the peak of the virus infections, this put a strain on our staffing and our budget. We ask that Council approve a budget adjustment to cover the shortfall in our overtime budget for the remainder of the year.



Agenda Item Form

Date of City Council Meeting	11/23/2021
Department	Transportation
Submitted by	Dennis Birge
Phone	479-271-5964

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to allow the Mayor to enter into an agreement for Acquisition Services - Main Street Improvements: SW 8th to SW 2nd Street PIIP20-0002 to Universal Field Services in the amount of \$173,225.00. This project is being funded by the Street Bond Funds. This firm was selected using the City's standard SOQ selection process for professional services in accordance with state law.					

Estimated Cost	\$173,225.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Item will be funded through the Street Bond fund.	



Memorandum



To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: November 10, 2021

Re: Resolution for Universal Field Services property acquisition services agreement for Main Street Improvements, SW 8th to SW 2nd Street

Staff is seeking City Council approval of a Resolution allowing the Mayor to enter into a contract with Universal Field Services for Main Street Improvements from SW 8th Street to SW 2nd Street. This project consists of the installation of new concrete curb & gutter, new sidewalks including landscaping and roadway reconstruction w/mill and overlay. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law

Staff recommends approval of the contract, as written.

Please contact me with any questions or concerns regarding this project. I can be reached by phone (479-271-5964) or by email at dbirge@bentonvillear.com



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: #PIIP20-0002, S. Main Street; (SW8th to SW2nd) ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Universal Field Services, Inc., hereinafter referred to as "SERVICE PROVIDER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this 11/15/21 (Month, Day, and Year) ("EFFECTIVE DATE").

RECITALS:

- A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the ACQUISITION SERVICE PROVIDER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The ACQUISITION SERVICE PROVIDER has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The ACQUISITION SERVICE PROVIDER wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ACQUISITION SERVICE PROVIDER agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A, "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, ACQUISITION SERVICE PROVIDER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

ACQUISITION SERVICE PROVIDER shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. ACQUISITION SERVICE PROVIDER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay ACQUISITION SERVICE PROVIDER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ACQUISITION SERVICE PROVIDER in accordance with this AGREEMENT.
- D. All fees paid to ACQUISITION SERVICE PROVIDER shall be based on invoices submitted by ACQUISITION SERVICE PROVIDER for work performed under this AGREEMENT, less any previous payments. ACQUISITION SERVICE PROVIDER shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ACQUISITION SERVICE PROVIDER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ACQUISITION SERVICE PROVIDER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ACQUISITION SERVICE PROVIDER shall immediately make every effort to settle the disputed portion of the invoice.

- F. In the event that the CITY becomes credibly informed that any representations of ACQUISITION SERVICE PROVIDER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ACQUISITION SERVICE PROVIDER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- G. If the CITY fails to make any payment, not in dispute, due to ACQUISITION SERVICE PROVIDER within thirty (30) days after receipt of an invoice, then the amount due to the ACQUISITION SERVICE PROVIDER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ACQUISITION SERVICE PROVIDER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ACQUISITION SERVICE PROVIDER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

- A. ACQUISITION SERVICE PROVIDER shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ACQUISITION SERVICE PROVIDER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ACQUISITION SERVICE PROVIDER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ACQUISITION SERVICE PROVIDER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. ACQUISITION SERVICE PROVIDER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for ACQUISITION SERVICE PROVIDER to perform any necessary investigations in relation to the PROJECT.
- B. ACQUISITION SERVICE PROVIDER will take reasonable precautions to minimize damage to the personal or real property in the performance of such investigations.
- C. CITY recognizes that ACQUISITION SERVICE PROVIDER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ACQUISITION SERVICE PROVIDER, at no additional cost to the CITY. In the event that ACQUISITION SERVICE PROVIDER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ACQUISITION SERVICE PROVIDER.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, and other documents, including those in electronic form, prepared by ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ACQUISITION SERVICE PROVIDER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ACQUISITION SERVICE PROVIDER's proprietary standard details that were developed by the ACQUISITION SERVICE PROVIDER prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. ACQUISITION SERVICE PROVIDER shall, upon completion of the services and full payment for the ACQUISITION SERVICE PROVIDER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, drawings, reports, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ACQUISITION SERVICE PROVIDER, its employees,

associates, agents and ACQUISITION SERVICE PROVIDERS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ACQUISITION SERVICE PROVIDER, its employees, contractor, agents and ACQUISITION SERVICE PROVIDERS.

- F. ACQUISITION SERVICE PROVIDER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ACQUISITION SERVICE PROVIDER's FEES.

ARTICLE IX - SAFETY

- A. CITY agrees to inform ACQUISITION SERVICE PROVIDER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ACQUISITION SERVICE PROVIDER shall communicate to its employees. ACQUISITION SERVICE PROVIDER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. ACQUISITION SERVICE PROVIDER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ACQUISITION SERVICE PROVIDER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ACQUISITION SERVICE PROVIDER. In the event suspension or termination is without cause, payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the ACQUISITION SERVICE PROVIDER, and in the event the CITY and ACQUISITION SERVICE PROVIDER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ACQUISITION SERVICE PROVIDER's services hereunder at no additional cost other than the payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ACQUISITION SERVICE PROVIDER prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT. In such event, CITY will notify ACQUISITION SERVICE PROVIDER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to ACQUISITION SERVICE PROVIDER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, ACQUISITION SERVICE PROVIDER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ACQUISITION SERVICE PROVIDER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ACQUISITION SERVICE PROVIDER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence.
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the ACQUISITION SERVICE PROVIDER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with ACQUISITION SERVICE PROVIDER's actions. All services to be performed by the ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ACQUISITION SERVICE PROVIDER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - APPLICABLE LAWS

ACQUISITION SERVICE PROVIDER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will

be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVI - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ACQUISITION SERVICE PROVIDER's services.

ARTICLE XVII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XVIII - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XX – ENTIRE AGREEMENT

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

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, shall not exceed:

_____, unless otherwise approved by the CITY through an official AMENDMENT
\$173,225.00 _____ agreed and
executed by CITY and ACQUISITION SERVICE PROVIDER.

IN WITNESS THEREOF, the CITY and ACQUISITION SERVICE PROVIDER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE
CITY

BY

MAYOR
TITLE

DATE SIGNED

Universal Field Services, Inc.
ACQUISITION SERVICE PROVIDER

BY: Douglas R. Benson

Executive Vice President
TITLE

November 12, 2021
DATE SIGNED

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Project #PIIP20-002

South Main Street Improvement Project from Southwest 8th Street to Southwest 2nd Street, City of Bentonville, Arkansas.

APPENDIX B SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ACQUISITION SERVICE PROVIDER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ACQUISITION SERVICE PROVIDER in accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ACQUISITION SERVICE PROVIDER.

SERVICES BY THE ACQUISITION SERVICE PROVIDER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to property acquisition
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Subcontracting of services by the ACQUISITION SERVICE PROVIDER shall have prior approval of the CITY.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

TBD

Cost Proposal
Project #PIIP20-0002; City of Bentonville
S. Main Street (SW 8th street to SW 2nd Street)

	Unit Rate Per Parcel		Estimated # of Parcels	Estimated Costs
ADMINISTRATIVE SERVICES:	\$1,550.00	X	18	\$27,900.00
TITLE SERVICES:				
TITLE SERVICES:	\$500.00	X	18	\$9,000.00
DOCUMENT RECORDING:	\$150.00	X	18	\$2,700.00
*APPRAISAL SERVICES:				
APPRAISAL SERVICES: (Non-complex)	\$2,500.00	X	8	\$20,000.00
APPRAISAL SERVICES: (complex)	\$3,000.00	X	2	\$6,000.00
APPRAISAL UPDATES: (Non-complex)	\$1,875.00	X	3	\$5,625.00
APPRAISAL UPDATES: (complex)	\$2,250.00	X	2	\$4,500.00
WAIVERS PARCELS	\$500.00	X	8 (to 13)	\$4,000.00
*REVIEW APPRAISAL SERVICES:				
APPRAISAL REVIEWS:	\$1,750.00	X	10	\$17,500.00
NEGOTIATION SERVICES:	\$3,100.00	X	18	\$55,800.00
CLOSING SERVICES:	\$650.00	X	18	\$11,700.00
*RELOCATION	N/A		0	\$0.00
*PROPERTY MANAGEMENT SERVICES	N/A		0	\$0.00
*EXPERT WITNESS	\$300/HR	X	20/hours	\$6,000.00
**ESTIMATED MILEAGE				\$2,500.00
TOTAL ESTIMATED COST/CONTRACT CEILING PRICE (not to exceed):				\$173,225.00

* UFS will only bill for services rendered and If these services are not required, they will not be billed.

** All business miles will be reimbursed at the current IRS rate when incurred.

Please note that parcels 1 & 13 have the possibility to be complex appraisals. P-7, 10 & 18 will be appraised properties.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AGREEMENT WITH UNIVERSAL FIELD SERVICES, INC. FOR RIGHT OF WAY AND EASEMENT ACQUISITION SERVICES.

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 Universal Field Services, Inc. for right of way and easement acquisition services related to the Main Street Improvement Project in the amount of \$173,225.00 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



These grant funds will be placed toward the construction of Street improvements on both NW 3rd and SW 8th streets.





Budget Adjustment Request

Date of City Council Meeting	11/23/2021
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Accepting a grant from the Walton Family Foundation in the amount of \$1,400,000.00 for the construction of street infrastructure improvements to include protected bicycle lanes on NW 3rd and SW 8th streets.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	33810	Local Grant	\$ 1,400,000.00	
		Totals	\$ 1,400,000.00	\$ -
		Net Impact on Fund Balance	\$ 1,400,000.00	
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memorandum



To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: November 15, 2021

Re: NW 3rd and SW 8th improvements – Budget Adjustment for WFF Grant Acceptance

Staff recommends and is seeking approval of the Grant Acceptance / Budget Adjustment associated with the street improvements including a protected bicycle lane on portions of both NW 3rd and SW 8th. The Walton Family Foundation granted the funds to pay for the Design of these projects and they are offering a \$1,400,000 grant toward the construction of this project.

Staff is currently finishing the bid process and pending this approval will seek a bid award most likely after the first of the 2022 year.

Please call or email me with any questions or comments at 479-271-5964 or dbirge@bentonvillear.com.

Thanks for your consideration of these items.

WALTON FAMILY
FOUNDATION



November 12, 2021

Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR, 72712

RE: Grant 00106037

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$1,400,000.00 to construct and monitor two "Quick Build" street infrastructure projects, creating the first known on-street, protected bicycle lanes in the city's history. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Caryl M. Stern
Executive Director

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006

Grant Agreement

November 12, 2021

Grant 00106037

The Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of \$1,400,000.00 to City of Bentonville ("Grantee"). The project term will be November 12, 2021 to June 01, 2023. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to construct and monitor two "Quick Build" street infrastructure projects. This grant is more fully described in Grantee's proposal dated October 22, 2021. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
2. **Amount: \$1,400,000.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$1,166,903.00	Signed grant agreement	December 2021
2	\$233,097.00	Approval of progress report	March 01, 2022

3. **Payable:** Initial installment of \$1,166,903.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

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

4. **Accounting:**
 - a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.
 - b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.
5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Date
Progress Report	February 15, 2022
Progress Report	November 01, 2022
Final Report	June 01, 2023

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00106037 on all communication.

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

6. **Representations:** Grantee represents and warrants to the Foundation that:
 - a. Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
 - b. In no event will Grantee use any grant funds:
 - i. to carry on propaganda, or otherwise to attempt, to influence legislation;
 - ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - c. Grantee will comply with all applicable laws and regulations.
 - d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.
7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.
8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:

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

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

9. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.
10. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in

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

11. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
12. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00106037 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by November 26, 2021 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Caryl M. Stern
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Performance Measures

Goal: To improve the overall mobility of a section of NW 3rd Street and SW 8th street in Bentonville, AR with the additional of a safe, strategically located and clear on-street facilities.			
Outputs And Outcomes			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The grantee will select a qualified contractor through a public bidding process to construct the specified Quick Build improvements to NW 3rd Street and SW 8th Street, and project construction will start within 90 days of the bid award.	12/01/2021	Copy of contract approval and construction schedule
Output	The city through its selected contractor will complete construction of at least 4,500 linear feet of "quick build" complete street infrastructure on NW 3rd Street and 4,300 linear feet on NW 8th Street following the designs provided by Toole Design Group.	12/01/2022	Final construction reports
Outcome	The city will commit to measuring pre- and post-construction vehicle traffic speed and volume and bike and pedestrian facility usage, reporting post-construction results quarterly through the grant period.	06/01/2023	Published data from usage type, volume and speed reports
Outcome	The grantee will work with local bicycle and pedestrian advocacy groups to activate the completed facilities with at least two organized group rides. They will also gather feedback from users of the facilities and the general public through intercept surveys and online public input surveys to reflect support, concerns and learnings.	06/01/2023	Final reports and survey data



Agenda Item Form

Date of City Council Meeting	11/23/2021
Department	Parks and Recreation
Submitted by	David Wright, Parks and Recreation Director
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance approving a Bid waiver to Downtown Bentonville Inc. and authorizing the Mayor and City Clerk to enter into an agreement for services for 2022.					

Estimated Cost	\$35,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Waiver of Bid Request

Date of City Council Meeting	11/23/2021
Department	Bentonville Parks and Recreation
Submitted by	David Wright, Parks and Recreation Director
Phone	(479) 271.6813

Vendor	Downtown Bentonville, Inc.
Total Cost	\$35,000

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):*

Ordinance for a Waiver of Bid to enter into a contract with Downtown Bentonville, Inc., for event and community based services for 2022.

Justification *(Enter justification in space below):*

Agreement is with Downtown Bentonville, Inc. (DBI) for services provided to citizens and visitors of Bentonville. These service include produing major community event that include Farmers Market and First Friday events. DBI is uniquely qualified to produce these events due to its mission, its relationship with downtown stakeholders and its working knowledge of producing downtown events, it would neither be practical nor feasible to adversise for competitive bidding.



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: November 10, 2021
Re: City Council approval of an ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

City Staff is seeking City Council's approval of an ordinance, waiving competitive bidding for services and authorizing the Mayor and City Clerk to enter into an agreement with Downtown Bentonville, Inc. (DBI). Duration of the agreement is from January 1, 2022 through December 31, 2022. This fee represents a \$35,000 annual fee, a \$5,000 increase from 2020. However, this increase was included in the 2022 budget.

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

While this agreement is very similar to agreement of years past, there are a few minor changes. First, we continue to designated a dollar figure to each event(s) provided by DBI. If for some reason the event cannot occur, we can then determine if the City should withhold payment for said event. We also continue to stipulate a change made for 2021 regarding the Lighting of the Square. We changed the wording so that event would emphasize that the Christmas Lights program is an effort of the City of Bentonville, or Parks and Recreation Department. The program should reflect the City's efforts. While DBI leads the effort for the public event, they will do so as part of a committee of City Staff and the event will be branded by the City of Bentonville. Finally, we added an event to celebrate the diversity of our community. DBI will produce a "Bentonville Together" Event on our behalf. For these efforts, we have increased their total annual contract by \$5,000.

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

Staff members from DBI and the City of Bentonville have thoroughly reviewed the agreement. Both parties have expressed they are satisfied with the agreement and believes it lays a solid foundation for a working relationship for these programs and events.

Many City of Bentonville Staff members contributed to this agreement and agenda item. This contract touches Police, Fire, Parks, Planning and Legal. If you have any questions regarding this item, please email me at dwright@bentonvillear.com. If I cannot answer your question(s), I will forward them to the appropriate department.

Attachments:

Request for Bid Waiver

Agreement for Services with Downtown Bentonville, Inc.

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

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

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

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

Specific services provided by DBI will include:

Event Production, Coordination, and Administration

- A. Coordinate master public event calendar and coordinate approval process for all public realm events held on or surrounding the Bentonville Square. This role includes ensuring that proposed events comply with existing laws and regulations and meet with the approval of the City, including the Police Department, the Fire Department, the Parks and Recreation Department, the Street Department, the Community Development Department, the Legal Department, and any other department that may be impacted.
- B. Provide a central contact point (via designated employee) for event coordination. Said employee shall also attend all City of Bentonville Traffic Safety and Signage Committee meetings.
- C. Produce and direct the following events for the City of Bentonville on the Bentonville Square:
 - Saturday Farmers Markets - April through October;
 - 8 Bentonville First Fridays;
 - Bentonville Together Multicultural Event; and
 - Winter Wonderland Events, including the City's Lighting of the Square, a Winter Market, and the Parade.
- D. The Lighting of the Square Event will be branded the "City of Bentonville Lighting of the Square." DBI will lead an event team that includes members of Parks and Recreation Staff, Police, and other City Staff to produce event highlighting the Holiday Lights as an attraction and promoting local Downtown Bentonville merchants.
- E. In addition to these major activities, DBI will also continue to look for means to attract people into the downtown area of Bentonville.

Event Assurances

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

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

General Administration

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

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

- A. DBI shall receive a payment of Thirty-Five Thousand Dollars (\$35,000.00) directly from the City for work as outlined. The length of the contract is from January 1, 2022, to December 31, 2022. DBI shall receive two payments of Seventeen Thousand Five Hundred Dollars (\$17,500.00) each for services rendered in 2022, the first will be payable in March, 2022 and the second payable in September, 2022.
- B. DBI shall be compensated based on the completion of projects according to the following model:
Farmers Markets Ten Thousand Dollars (\$10,000.00), First Fridays Ten Thousand Dollars (\$10,000.00), Bentonville Together Five Thousand Dollars (\$5,000.00), Lighting of the Square Five Thousand Dollars (\$5,000.00), and Winter Wonderland - Parade Five Thousand Dollars (\$5,000.00).
- C. DBI shall also be permitted to charge the following fees from vendors for listed events:
 - First Friday 10x10 Booth: One Hundred Dollars (\$100.00)- For Profit Organizations; Fifty Dollars (\$50.00)- Nonprofit Organizations
 - First Friday 10x10 Concessions: Seventy-Five Dollars (\$75.00), plus ten percent (10%) of gross sales
 - Saturday Farmers Market 10x10 Booth: Twenty-Five Dollars (\$25.00) per day, plus five percent (5%) of gross sales
 - Saturday Farmers Market 10x10 Concessions: booth fee, plus five percent (5%) of gross sales
 - Wednesday Farmers Market 10x10 Booth: Two Hundred Dollars (\$200.00) for entire season (refundable, based off of attendance), plus seven percent (7%) of gross sales
 - Wednesday Farmers Market 10x10 Concessions: Ten Dollars (\$10.00) space fee, plus seven percent (7%) of gross sales
 - Ability to charge up to a Fifty Dollar (\$50.00) late fee for Farmers Market vendors who do not pay their booth fee and/or commissions on time.

Additional assurances:

- A. DBI shall not discriminate against any employee or person served under this Agreement on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status, or as otherwise prohibited by applicable law.
- B. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the Circuit Court of Benton County, Arkansas.
- C. DBI acknowledges that the City enjoys certain rights and immunities under A.C.A. §21-9-301 and that nothing in this Agreement shall be interpreted to reduce, limit, negate, or waive any of those protections or rights. Specifically, DBI acknowledges that its use of the City's property, shall be at DBI's own risk and DBI hereby agrees to indemnify and hold the City harmless along with any and all of its employees, officers, or agents against any and all claims related to DBI's use of the City's property.
- D. The parties acknowledge that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act Ark. Code

Ann §25-19-101. Contracts and documents prepared while performing the City's contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City, DBI will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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

Dated this ____ of _____, 20__

Kirk Gober, Board President
Downtown Bentonville, Inc.

Stephanie Orman, Mayor
City of Bentonville

Andrew Heath, Executive Director
Downtown Bentonville, Inc

Kirby Romines, City Clerk
City of Bentonville

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH DOWNTOWN BENTONVILLE INC. FOR EVENT PRODUCTION AND RELATED SERVICES 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 Downtown Bentonville Inc. for event production and related services as set forth in the agreement attached hereto as Exhibit A.

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

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	11/23/2021
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696.0204

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance approving the 2022 program, facility, and recreation fees for Bentonville Parks and Recreation.					

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



Memo



To: City Council, Mayor Orman
Through: David Wright, Parks and Recreation Director
From: Josh Stacey, Recreation Services Manager
Date: November 10, 2021
Re: City Council approval of an ordinance establishing fees for recreation programs for 2022

Ordinance establishing fees for recreation programs for 2022. Parks and Recreation Advisory Board reviewed and approved these fees at the November meeting.

Annually, as part of the budget process, Parks and Recreation staff builds program budgets for each recreation program. Every expense for these programs are analyzed ensuring that proper fees are being established to cover all related expenses.

Attached is a list of all fees for 2022. As you will see, most fees are the same price as 2021. However, a small number of programs and events will see a minimal fee increase to compensate for inflation, minimum wage increases, and program improvements. These fees have been highlighted for your convenience.

Finally, the attached document shows a variety of family friendly events that are free to the public. These events include our 4th of July Fireworks and the Lighting of the Square.

If you have any questions regarding this item, please call me at 696.0204 or email jstacey@bentonvillear.com

Attachments:
2022 Program Fees



**Bentonville Parks and Recreation
2022 Recreation Programs - Fee Schedule**

Outdoor / DAC Based Recreation Programs	2021 Fees			2022 Fees		
Melvin Ford Aquatic Center	2021 Member Fees	2021 Non-Member Fees	2021 Non-Resident Fees	2022 Member Fees	2022 Non-Member Fees	2022 Non-Resident Fees
MFAC - Adult Admission	N/A	\$3.00	N/A	N/A	\$3.00	N/A
MFAC - Youth Admission	N/A	\$2.00	N/A	N/A	\$2.00	N/A
MFAC - Swim Lesson- Group	\$36/\$54/\$72	\$40/\$60/\$80	N/A	\$36/\$54/\$72	\$40/\$60/\$80	N/A
MFAC- Pool Rental	\$250-\$500	\$250-\$500	N/A	\$250-\$500	\$250-\$500	N/A
Downtown Activity Center	2021 Member Fees	2021 Non-Member Fees	2021 Non-Resident Fees	2022 Member Fees	2022 Non-Member Fees	2022 Non-Resident Fees
DAC Conference Rental	\$30.00	\$40.00	N/A	\$30.00	\$40.00	N/A
DAC Drop-In Day Pass	\$5.00	\$8.00	N/A	\$5.00	\$8.00	N/A
Lawrence Plaza	2021 Member Fees	2021 Non-Member Fees	2021 Non-Resident Fees	2022 Member Fees	2022 Non-Member Fees	2022 Non-Resident Fees
Lawrence Plaza Skate Rental	N/A	\$0.00	N/A	N/A	\$0.00	N/A
Lawrence Plaza Skate Session	N/A	\$7.00	N/A	N/A	\$7.00	N/A
Lawrence Plaza Season Pass	N/A	\$75.00	N/A	N/A	\$75.00	N/A
Lawrence Plaza Facility Rental	N/A	\$200.00	N/A	N/A	\$200.00	N/A
Lawrence Plaza Skate Lessons	N/A	\$75.00	N/A	N/A	\$75.00	N/A
Running Programs	2021 Member Fees	2021 Non-Member Fees	2021 Non-Resident Fees	2022 Member Fees	2022 Non-Member Fees	2022 Non-Resident Fees
Half Marathon	N/A	\$75; \$95; \$110	N/A	N/A	\$75; \$95; \$110	N/A
Half Marathon Training Program	N/A	\$225.00	N/A	N/A	\$250.00	N/A
Half Marathon 5K	N/A	\$30.00	N/A	N/A	\$30/\$35/\$40	N/A
Half Marathon Relay	N/A	\$50/\$60	N/A	N/A	\$50/\$60/\$75	N/A
Valentines 4K/8K	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Irish 5K	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Glow Run	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Worst Race 5K	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Goblin 5K	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Frosty 5K	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Team Run Bentonville	N/A	\$15.00	N/A	N/A	\$15.00	N/A
Cycling Programs	2021 Member Fees	2021 Non-Member Fees	2021 Non-Resident Fees	2022 Member Fees	2022 Non-Member Fees	2022 Non-Resident Fees
Square 2 Square Adult	N/A	\$35.00	N/A	N/A	\$35.00	N/A
Square 2 Square Youth	N/A	\$25.00	N/A	N/A	\$25.00	N/A
Sports Programs	2021 Resident Fees	2021 Non-Resident Fees	2022 Resident Fees	2022 Non-Resident Fees		
Little Kicksters	\$100.00	\$140.00	\$100.00	\$140.00		
Youth Soccer (Under 8)	\$85.00	\$125.00	\$85.00	\$125.00		
Youth Soccer (Under 10)	\$100.00	\$140.00	\$100.00	\$140.00		
Youth Soccer (Under 12)	\$100.00	\$140.00	\$100.00	\$140.00		
Youth Soccer (Junior High)	\$100.00	\$140.00	\$100.00	\$140.00		
Youth Soccer (Spring Season Addition)	\$25.00	\$25.00	\$25.00	\$25.00		
Adult Soccer	\$485.00	N/A	\$485.00	N/A		
Spring Softball (6 Under)	\$85.00	\$125.00	\$85.00	\$125.00		
Spring Softball (16 Under)	\$100.00	\$140.00	\$100.00	\$140.00		
Fall Softball Fees	\$475/Team	N/A	\$65.00	\$90.00		
Spring Baseball (Under 8)	\$85.00	\$125.00	\$85.00	\$125.00		
Spring Baseball (Under 11)	\$100.00	\$140.00	\$100.00	\$140.00		
Spring Baseball (Under 16)	\$100.00	\$140.00	\$100.00	\$140.00		
Fall Baseball	\$65.00	\$90.00	\$65.00	\$90.00		

Kickball Team Fees	\$275.00	N/A	\$275.00	N/A
Tennis Lesson- 30min	\$30.00	\$30.00	\$35.00	\$39.00
Tennis Lesson - 60min	\$55.00	\$55.00	\$58.00	\$62.00
Tennis Lesson - Semi Private	\$30.00	\$30.00	\$35.00	\$39.00
Tennis Lesson - Private Group	\$20.00	\$20.00	\$25.00	\$29.00
Adult Tennis Drill	\$95.00	\$135.00	\$110.00	\$150.00
USTA Adult Team Tennis	\$200.00	N/A	\$300.00	N/A
Junior Tennis Drills- Recreation	\$95.00	\$135.00	\$110.00	\$150.00
Junior Tennis Drills- Entry Competitive	\$120.00	\$160.00	\$130.00	\$170.00
Junior Tennis Drills- Intermediate Competitive	\$230.00	\$270.00	\$245.00	\$285.00
Junior Tennis Drills- Advanced Competitive	\$250.00	\$290.00	\$260.00	\$300.00
Adult Sand Volleyball 6v6	\$175.00	N/A	\$175.00	N/A
Adult Sand Volleyball 4v4	\$125.00	N/A	\$125.00	N/A
Youth Triathlon Team	\$175.00	\$215.00	\$175.00	\$215.00

Facility Rental Fees	2021 Resident Fees	2021 Non-Resident Fees	2022 Resident Fees	2022 Non-Resident Fees
Field Reservation	\$20/hr	N/A	\$20/hr	N/A
Field Reservation w/ Lights	\$35/hr	N/A	\$35/hr	N/A
Field Rental - Memorial Park (Baseball/Softball)	\$200.00	N/A	\$200.00	N/A
Field Rental - Memorial Park (Soccer)	\$135.00	N/A	\$135.00	N/A
Field Rental - Phillips Park (Baseball)	\$200.00	N/A	\$200.00	N/A
Field Rental - Phillips Park (Football)	\$250.00	N/A	\$250.00	N/A
Field Rental - Merchants Park (Baseball)	\$200.00	N/A	\$200.00	N/A
Field Rental - Citizens Park (Soccer)	\$135.00	N/A	\$135.00	N/A
Field Rental - Old Tiger Track Field	\$250.00	N/A	\$250.00	N/A
Court Rental - Citizens Tennis	\$75.00	N/A	\$75.00	N/A
Court Rental - Memorial Tennis	\$75.00	N/A	\$75.00	N/A
Court Rental - Wildwood Tennis	\$75.00	N/A	\$75.00	N/A
Court Rental - Memorial Volleyball	\$75.00	N/A	\$75.00	N/A
Court Rental - Memorial Basketball	\$75.00	N/A	\$75.00	N/A

Community Center Memberships	2021 Resident Fees	2021 Non-Resident Fees	2022 Resident Fees	2022 Non-Resident Fees
Adult Annual Membership	\$200	\$274	\$200	\$274
Adult Monthly Membership	\$19	\$25	\$19	\$25
Adult Multi-Pack Pass	\$75	\$87	\$75	\$87
Youth Annual Membership	\$125	\$184	\$125	\$184
Youth Monthly Membership	\$13	\$17	\$13	\$17
Youth Multi-Pack Pass	\$53	\$62	\$53	\$62
Senior Annual Membership	\$125	\$184	\$125	\$184
Senior Monthly Membership	\$13	\$17	\$13	\$17
Senior Multi-Pack Pass	\$53	\$62	\$53	\$62
Family Annual Membership	\$425	\$489	\$425	\$489
Family Monthly Membership	\$38	\$45	\$38	\$45
Day Pass	\$5	\$8	\$5	\$8
Kids Center Pass	\$2/\$5	\$2/\$5	\$5	\$8
Annual Membership Special 1 Month Membership; Goody Swag Bag	14	Same Price As Annual Memberships Listed Above		
Annual Membership Special 2 Month Membership; Guest Punch Pass Card	13	Same Price As Annual Memberships Listed Above		
Annual Membership Special 3 Month Membership; Personal Training Session; Inbody Assessment	13	Same Price As Annual Memberships Listed Above		
Annual Membership Special 4 Month Membership; Entry to Race Series Race	13	Same Price As Annual Memberships Listed Above		

Community Center Rentals	2021 Member Fees	2021 Non-Member Fees	2022 Member Fees	2022 Non-Member Fees
Community Room - 1 Room/hr	\$50	\$75	\$50	\$75
Community Room - 2 Rooms/hr.	\$75	\$100	\$75	\$100
Community Room- 3 Rooms/hr	\$100	\$125	\$100	\$125
Community Room- 4 Rooms/hr	\$125	\$150	\$125	\$150
Community Rooms Rental - Kitchen	\$25	\$50	\$25	\$50
Dinning Utilities Fee	\$75	\$75	\$75	\$75
After Hours Rental Additional/hr	\$40	\$40	\$40	\$40
Pool Party Room	\$150	\$175	\$150	\$175
Community Center Rental- Lock-In	\$1,400	\$1,750	\$1,400	\$1,750

Community Center Recreation Programs	2021 Member/Resident Fees	2021 Non- Member Fees	2021 Non- Resident Fees	2022 Member/Resident Fees	2022 Non- Member Fees	2022 Non- Resident Fees
Camp Adventure	\$125	N/A	\$165	\$125	N/A	\$165
Camp Memorial	\$125	N/A	\$165	\$125	N/A	\$165
Camp Mountain Bike	\$20/camp hr	N/A	\$25/\$40	\$20/camp hr	N/A	\$25/\$40
Camp Tennis	\$125	N/A	\$165	\$125	N/A	\$165
Camp Triathlon	\$80	N/A	\$120	\$80	N/A	\$120
Camp Basketball	\$100	\$110	N/A	\$100	\$110	N/A
Camp Soccer- 1st Kicks (3-5)	\$110	N/A	\$150	\$110	N/A	\$150
Camp Soccer- Half Day (6-16 yr)	\$150	N/A	\$190	\$150	N/A	\$190
Camp Soccer- Tetra Brazil (under 16 yr)	\$160	N/A	\$200	\$160	N/A	\$200
Camp Soccer Goal Keeper/Scorer	\$150	N/A	\$190	\$150	N/A	\$190
Camp Lego	\$125	\$135	N/A	\$125	\$135	N/A
Camp Mad Science	\$85	\$95	N/A	\$130	\$140	N/A
Camp Musical Theatre	\$135	\$145	N/A	\$135	\$145	N/A
Camp Art	\$120	\$150	N/A	\$120	\$150	N/A
Camp Badminton	\$110	\$120	N/A	\$110	\$120	N/A
Camp Volleyball	\$100	\$110	N/A	\$100	\$110	N/A
Camp Diving	\$150	\$160	N/A	\$150	\$160	N/A
Camp Stand Up Paddle Board	\$150	\$190	N/A	\$150	\$190	N/A
Camp Youth Tech Animation	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Icode	\$135	\$145	N/A	\$135	\$145	N/A
Camp Youth Tech Movie Makers	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Application Design	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Web Design	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Igame Creators	\$145	\$155	N/A	\$145	\$155	N/A
Camp Youth Tech Video Game Design	\$160	\$170	N/A	\$160	\$170	N/A
Babysitting / CPR Certification Class	\$110	\$120	N/A	\$110	\$120	N/A
Volleyball Lessons	\$90	\$100	N/A	\$110	\$120	N/A
Group Swim Lesson	\$36/\$54/\$72	\$40/\$60/\$80	N/A	\$36/\$54/\$72	\$40/\$60/\$80	N/A
Private Swim Lesson	\$30/\$285	\$35/\$335	N/A	\$35/\$335	\$40/\$385	N/A
Private Diving Lesson	\$30	\$35	N/A	\$30	\$35	N/A
Masters Swim Team	\$32	\$38	N/A	\$32	\$38	N/A
Swim Team- Barracudas	\$140	\$150	N/A	\$140	\$150	N/A
Lifeguard Recertification Class	\$150	\$150	N/A	\$150	\$150	N/A
Lifeguard Certification Class	\$285	\$285	N/A	\$285	\$285	N/A
Father Daughter Dance	\$45	\$50	N/A	\$45	\$50	N/A
Mother Son Dance	\$45	\$50	N/A	\$45	\$50	N/A
Personal Training Individual- 30 Min	\$30	\$40	N/A	\$35	\$45	N/A
Personal Training Group- 30 Min	\$40	\$50	N/A	\$40	\$50	N/A
New Year, New You Program	\$225	\$235	N/A	\$225	\$235	N/A
Fall Triathlon	\$20	\$25	N/A	\$20	\$25	N/A
Private Fitness Party	\$100	\$110	N/A	\$100	\$110	N/A
Zumbathon	\$0	\$15	N/A	\$0	\$15	N/A
Inbody Fitness Evaluation	\$20	\$25	N/A	\$20	\$25	N/A
Trike Acting Classes	\$100	\$110	N/A	\$100	\$110	N/A
Youth Triathlon Swim Conditioning	\$70	\$80	N/A	\$70	\$80	N/A

No-Cost Community Events

Evening at Orchards Park- Independence Day Celebration

Pickin' at the DAC

Halloween Festival

Friday/Frosty Flix

Lighting of the Square

A Morning with Santa

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING CERTAIN FEES FOR
THE CITY OF BENTONVILLE PARKS AND
RECREATION DEPARTMENT AND COMMUNITY
CENTER.**

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

Section 1: That certain rates and fees for the Bentonville Parks and Recreation Department and Community Center should be and the same are hereby established as set forth in the fee schedule attached hereto as Exhibit "A".

Section 2: That all ordinances or parts of ordinances in conflict herewith should be and the same are hereby repealed.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Budget Adjustment Request

Date of City Council Meeting	11/23/2021
Department	Finance/Parks & Recreation
Submitted by	Jake Harper/David Wright
Phone	479-271-6781

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget Adjustment related to Part-time Salaries and Benefits related to increased recreation programming and facility hours as restrictions were lifted due to Covid. See attached memo.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102020	41110	Part-time Salaries		\$ 159,427.00
102020	41510	FICA/Medicare		\$ 12,156.31
		Totals	\$ -	\$ 171,583.31
		Net Impact on Fund Balance	\$ (171,583.31)	
*Final Account Number will be determined by Accounting Department after approval and purchase				



www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
Through: Jake Harper, Finance Director
From: David Wright, Parks and Recreation Director
Date: November 10, 2021
Re: City Council approval of budget adjustment for the 2021 operational budget

The Covid health pandemic has created a number of challenges for all types of municipal government departments, not just Parks and Recreation. But locally, Bentonville Parks and Recreation has certainly witnessed our share of obstacles. Because we are built on such a revenue model, the crisis has made us especially vulnerable.

When we created the 2021 operational budget, we forecasted operational hours, number of participants / visitors, expenses and revenue for each program and facility within our operation. You may recall, we predicted a lower revenue number than years past. Much of that was because of uncertainty of hours of operations for our aquatic and other indoor facilities. In May of this year, more and more recreational facilities were opening our doors to full capacity. As state and local restrictions were removed, the local demand increased and the need for full openings was necessary. This allowed us to make the decision to open all facilities to 100% operational hours comparable to our operation in 2019. We believed the revenue would support much, if not all of the additional expenses associated with the added expense.

The 2019 budget allocated \$730,900 for part time personnel expenses. Actual numbers should be closer to \$890,327. Again, the actual number is the result of a Melvin Ford Aquatic Center opening seven (7) days per week instead of four (4); the BCC opening to seven (7) days per week instead of six (6); the opening for Lawrence Plaza Splash Park and the full opening of Lawrence Plaza Ice Rink.

This budget adjustment is requesting \$159,427 (plus benefits) to be added to the Parks and Recreation budget for personnel costs for 2021. While this budget adjustment does not show the actual revenue produced by these expanded hours, please note our revenue projects are on track to being right at \$150,000 over our target. Our 2021 budget calls for \$3.04MM in revenue. With a normal season of ice skating at Lawrence Plaza, we believe we will send the year with approximately \$3.2MM in revenue.

The 2022 budget includes costs of us to be 100% operational for the full year, very similar to our 2019 operation, or our 2020 budgeted year. If you have any questions regarding this item, please call me at 271.6813 or email dwright@bentonvillear.com.



Agenda Item Form

Date of City Council Meeting	11/23/2021
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Bid award for 750 underground primary wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$100,479.96.					

Estimated Cost	\$100,479.96
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



M E M O R A N D U M

DATE: **NOVEMBER 23, 2021**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Pole Mount transformers bid #IFB-21-72**

The City of Bentonville recommends awarding the bid for 750 underground primary wire in the total amount \$100,479.96. The low bid for this items follows.

Stuart Irby Company in the amount of \$100,479.96

CITY OF BENTONVILLE

FORMAL BID #IFB-21-72

ITEM	QNT	UNIT	PART NO.	DESCRIPTION	IRBY
1	9,000	FT	2,192	WIRE 750 15KV U/G PRIMARY WITH RIP CORD	\$11.1644
					\$100,479.60
				GRAND TOTAL:	\$100,479.60



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT—(479) 271-3115 PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: OCTOBER 17, 2021

NOTICE TO BIDDERS

750 (15 KV) UNDERGROUND PRIMARY CABLE

Invitation For Bid (IFB)-21-72

The City of Bentonville is accepting formal sealed bids for the purchase and delivery of approximately 9,000 feet of 750 15kV Underground Primary Cable (750 1/3 Neutral AL) for the City of Bentonville's Electric Inventory.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

The awarded Bidder will be required to furnish Performance and Payment Bonds at the time of signing the Contract in amounts equal to the Total Bid Price.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

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 Department located at the address below. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-21-72 held at 10:30am on Monday, November 1, 2021; the Bid Opening will be held at the City of Bentonville Administrative Services Building-Purchasing Department, in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions and unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is October 27, 2021, at 12:00pm.

All Bids shall remain guaranteed for a period of sixty (60) days from the date of the Bid Opening to allow for the City to award the Bid.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

WWW.BENTONVILLEAR.COM



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-72	Date of Issuance:	OCTOBER 17, 2021
Description:	15 KV Underground Primary Cable – 750 1/3 Neutral AL		
Requesting Department:	CITY OF BENTONVILLE INVENTORY DEPARTMENT		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED		
Bid Bond Requirement:	NO BID BOND REQUIRED		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	NOVEMBER 1, 2021 AT 10:30A.M. CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	City of Bentonville Administrative Services Building Purchasing – 2 nd Floor 1000 SW 14 th Street. Bentonville, AR 72712
Bid Submission Requirements:	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: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	OCTOBER 27– 12:00 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – 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: Irby Phone Number: 501-618-3002

Business Address (Full Street/City/State/Zip): 8401 FRAZIER Pk Little Rock Ar. 72206

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): ☒ Yes ☐ No

Name of Contact Person: Deb Needs Email: Needs @ irby.com

Signature of Authorized Person:  Date: 10/25/21

Printed or Typed Name: Deborah Needs Title: Inside Sales

Arkansas Contractors License Number: _____ (Not required unless specified)

Sales or Use Tax ID Number: 64-0179020

Bid Bond Included: ☐ Yes ☒ No (only required if specified in this IFB Document)

[This space has been intentionally left blank]



Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Joby

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

Immediate Relation includes:

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

OR

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

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

_____ Initials



IFB-21-71

**City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
Bid Form**

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot	Extended Price	Lead Time
2192	750 1/3 Neutral AL	6 reels at 1500'	11.1644	100,478.96	16 wk
		9000' total			
Total Price for All Line Items					

DEVIATIONS FROM SPECIFICATIONS

Bidder must itemize all deviations taken to the specifications. If no exceptions are listed, the bid will be considered to be in strict accordance with the specifications.

Paragraph Number	Specification Requirement	Proposed Deviation and Justification

Bid Submitted By: _____

15KV Underground Primary
Cable Bid Form
Page 1 of 2



**BID DATA SHEET
UNDERGROUND PRIMARY CABLE
BENTONVILLE ELECTRIC UTILITIES DEPARTMENT**

Bid Number	IFB-21-72	
Date	10/30/21	
Distributor	Idahy	
Manufacturer	Okonite	
Manufacturing Plant Location	Orangeburg, SC	
Wire Size	750 kcmil	
Outside Diameter - Over Insulation	1.472	Inches
Outside Diameter - Complete Cable	1.948	Inches
Weight of completed cable	2,209	lbs / 1000 Ft.
EPR Compound	Okonite Okoguard	
Series Resistance of Cable per Phase @ 75 C	0.0283	Ohms / 1000 Ft.
Series Reactance of Cable per Phase @ 75 C, 60 HZ	0.0317	Ohms / 1000 Ft.
Recommended pulling tension	6,000/conductor	Lbs
Minimum Bending Radius	15.75/conductor	Inches
3 PH Cable Ampacity		
@ 50% Load Factor	572	Amps
@ 75% Load Factor	528	Amps
@ 100% Load Factor	483	Amps
1 PH Cable Ampacity (1/0 Only)		
@ 50% Load Factor	n/a	Amps
@ 75% Load Factor	n/a	Amps
@ 100% Load Factor	n/a	Amps

** For cable ampacity calculations, assume conductor temperature of 90 C, ambient earth temperature 20 C, soil thermal resistivity RHO-90. For three phase applications, assume a triplexed arrangement. Assume conduit sizes as listed in section 6 of the specifications. Conduit direct-buried at 36" to center of conduit.

BEUD's system voltage is 12,470 / 7,200 volts

A separate Bid Data Sheet must be completed for each wire size quoted.

This form must be completely filled in and included with all bid submittals at the time bids are due. Bid Submittals without the Bid Data Sheet will be deemed "non-responsive" and will not be evaluated for award. Only BEUD's Bid Data Sheets will be acceptable.



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



10/20/2021

100 ALPHA DRIVE
BUILDING "B"
DESTREHAN LA 70047
TEL:504-467-1920 FAX:504-467-1926

QUOTATION PREPARED FOR:
IRBY, STUART C.-LITTLE ROCK
DEB
CITY OF BENTONVILLE

CUSTOMER
REFERENCE: CITY OF BENTONVILLE

OKONITE REFERENCE:55-10606-006

ITEM	QUANTITY	DESCRIPTION	NET WEIGHT 1000 FT	SHIP WEIGHT	PRICE 1000 FT
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PRICES QUOTED ARE SUBJECT TO METALS ESCALATION, DE-ESCALATION

**WE OFFER OKONITE'S STANDARD WARRANTY LANGUAGE,
REMEDY, AND LIMITATION OF LIABILITY FOR A PERIOD
OF FORTY (40) YEARS.**

001	9,000'	1/C 750 61X ALUMINUM FILLED STRAND -SS- 220 OKOGUARD EPR - 040 SC EPR - 16 X .0966 COPPER CONC WIRES (THIRD NEUTRAL) - 2 RIPCORDS - WB TAPE - 080 OKOLENE PE W/3 RED STRIPES - SEQ PRINT - 15KV	2192	21738	11.16449/m
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EXPIRES
12/19/21

METAL WEIGHT LBS PER 1000 FT:
COPPER 471 ALUMINUM 704

METAL BASE:(SEE BASIS IN ESCALATION SECTION)
COPPER 4.756000 ALUMINUM 1.752380

SPECIAL MANUFACTURED ITEM

APPROX O.D. INCHES 1.976

OKONITE PRODUCT CODE: 162-23-9099
CUSTOMER PRODUCT CODE: 2192

REELS:
6 @ 1500 72X36X36 LW (REEL WIDTH 41.5)

AVAILABILITY: 16 WEEKS FROM ORDER DATE



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



=====

FOR AUTHORIZED STOCK ITEMS ONLY, REEL AND CUT CHARGES
WILL APPLY FOR LENGTHS 500 FEET OR LESS.

MINIMUM ORDER \$500

F.O.B. SHIPPING POINT

TERMS: NET 30 DAYS

LENGTH TOLERANCE: MINIMUM -0% MAXIMUM +05%
PRICES QUOTED HEREIN DO NOT PERMIT EXACT LENGTHS
OR REDUCED TOLERANCES, UNLESS SPECIFICALLY NOTED.

* THE FOLLOWING HYPERLINKED FILE *
* OKONITE-TERMS-AND-CONDITIONS.PDF, *
* FORM PART OF THIS QUOTATION. *

THE OKONITE COMPANY

BY DAVE CHIVATERO

=====

ON SHIPMENTS 5,000 LBS. AND OVER, ORDINARY FREIGHT ALLOWED TO
DESTINATION (NEAREST FREIGHT STATION OR COMMON CARRIER DELIVERY
POINT) TO AND WITHIN ALL STATES EXCEPT ALASKA AND HAWAII.
SHIPMENTS TO THESE TWO STATES ARE FREIGHT ALLOWED TO PORT OF
EMBARKATION. ON SHIPMENTS OF LESS THAN 5,000 LBS. - NO FREIGHT
IS ALLOWED.

ESCALATION:

PRICES QUOTED HEREIN ARE THOSE IN EFFECT TODAY, AND ARE PREDICATED
ON IMMEDIATE RELEASE FOR MANUFACTURE AND SHIPMENT AS SOON AS COMP-
LETED. THESE PRICES SHALL BE ADJUSTED FOR CHANGES IN THE PRICE OF
METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE
DATE OF QUOTATION AND THE DATES SHIPMENTS ARE MADE.

ALL SUCH ADJUSTMENTS WILL BE MADE AGAINST THE NET PRICE AFTER ALL
DISCOUNTS AND WILL BE CALCULATED USING METAL WEIGHTS QUOTED HEREIN.
ORDERS RECEIVED WITHOUT CUTTING LENGTHS OR FOR SUBSEQUENT RELEASE,
SHALL BE BILLED AT PRICE IN EFFECT ON THE DAY RELEASE IS RECEIVED
AND SHALL BE ADJUSTED THEREAFTER FOR CHANGES IN THE PRICE OF METALS
(COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE
OF RELEASE AND THE DATES SHIPMENTS ARE MADE.

BASIS:

COPPER: COMEX, CURRENT MONTH SETTLE PRICE,
PREVIOUS DAY CLOSING.

ALUMINUM:

LEAD: LONDON METALS EXCHANGE (LME) SETTLE PRICE.

STEEL: AMERICAN METALS MARKET - COLD ROLLED SHEET CLASS 1.



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



RETURNABLE REEL CHARGES MAY APPLY AS APPLICABLE.

(END OF QUOTATION)



Agenda Item Form

Date of City Council Meeting	11/23/2021
Department	Administration
Submitted by	
Phone	(479) 271-3112

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Approve Motion to Authorize Mayor and Clerk to execute Computation and Certification form related to Benton County's 2021 Certification of Assessment Data (Millage Rollback), including future adjustments, if required. This form is necessary in order for the County to adjust tax rates for each city based on the increase in property values from a countywide reappraisal. The computation was prepared by the County Clerk using data and information provided by the Arkansas Assessment Coordination Division. Execution of this form limits the taxes collected based on legal requirements. Please note the memo requests the documents by 11/15/2021; however, the County has allowed additional time to provide for Council approval.					

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



BENTON COUNTY

UNINCORPORATED STATE OF ARKANSAS

BETSY HARRELL

COUNTY CLERK & VOTER REGISTRAR

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

PROBATE COURT CLERK

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

November 1, 2021

TO: ALL MAYORS AND GOVERNING BODIES OF CITIES/TOWNS
FROM: BETSY HARRELL, COUNTY CLERK *BH*
RE: 2021 CERTIFICATION OF ASSESSMENT DATA (MILLAGE ROLLBACK)

In accordance with A.C.A. §26-26-403, et seq., the attached documents are being provided to your taxing entity by the County Clerk's office.

1. Base Year Certification of Assessment Data on Real Estate
This Certificate is for Benton County, and is being sent as required by law, showing the data required. (1 page) This certificate is for you to keep.
2. Base Year Millage Rollback Computation and Certification – A.C.A. §26-26-404
This 2-page document shows the computation of the real estate rollback of millage rates as prepared by our office using the rollback test data sheet provided to us by the Arkansas Assessment Coordination Division. We are also enclosing a blank form if you wish to perform the calculations yourself.

The Mayor and City Clerk should sign the 2-page Computation and Certification form, date it, and return to the office of the County Clerk no later than **Monday, November 15, 2021**.

Any questions regarding the rollback process may be directed to your entity's legal counsel.

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

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

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

26-26-403 Certification of Assessed Value Data (Cities Form)

Base Year Certification of Assessment Data on Real Estate

Please review

Bentonville

Enter information only in green fields.

Once information is entered, form 26-26-404 below will be automatically completed.

COUNTY:

Benton

TAXING UNIT:

Bentonville

DATE:

10/13/21

Ex. 00/00/xxxx

1. Total Assessment

1,258,113,090

Current Year Real Property Value from Rollback Test
(Auto filled)2. Total Newly Discovered
Property List

60,925,930

Newly Discovered number for School District
(Auto filled)3. Total Taxes Certified
for Collection

Previous Year Real Property Value multiplied by Present millage rate

Previous Year Real Property Value From Rollback Test

(Auto filled)

0.00550

5.500

Present Millage Rate

6,168,699

Ex. If millage rate is 59 mills
enter 59

6,168,699

4. Millage Levy for
General

0.00500

5

5. Other

0.00050

0.5

6. Other

-

7. Other

-

Total Millage

0.00550

5.50

Mills

County Clerk Certification:

26-26-404 Computation and Certification Form (Cities Form)

Base Year Millage Rollback Computation and Certification Form

COUNTY: Benton
TAXING UNIT: Bentonville
DATE: 13-Oct-21

1. Compute the following to discover total of reassessed property:
- a. Total base year assessments

1,258,113,090
- b. Less newly discovered, new construction properties

60,925,930
- c. Equals total reassessed properties

1,197,187,160
2. Compute the following to find the zero-increase millage adjustment:
- a. Base-year taxes certified for collection

6,168,699
- b. Divided by reassessed properties

1,197,187,160
- c. Equals zero-increase millage

0.005153
3. Compute the following to find the percentage of newly discovered property:
- a. Newly discovered, new construction properties

60,925,930
- b. Divided by total assessed properties

1,258,113,090
- c. Equals percent newly discovered

4.8500%
4. Millage adjustment option:
- a. Maximum increase option

10.0%
- b. Minus newly discovered property percentage

4.8500%
- c. Allowable optional millage increase

5.1500%
5. To compute millage adjustment option if applicable:
- a. Rolled back zero-base millage

0.005153
- b. Times allowed optional millage increase percent

1.052
- c. Equals indicated overall millage of

0.005419
6. Each tax source or levy shall be adjusted by applying the following computed multipliers and adjusting to the next highest one-tenth (1/10) mill:
- a. Overall millage from 5.c above or 2c

0.005419
- b. Divided by previous millage prior to base year

0.0055
- c. Equals multiplier

0.9853

7. Compute each tax source or levied millage in the following table:

Tax Source	Previous Millage	x	Multiplier	=	Adjusted Millage /	Rounded Millage
M & O	0.00500	x	0.9853	=	0.004927	0.00493
Debt	0.00050	x	0.9853	=	0.000493	0.00050
Other	-	x	0.9853	=	-	-
Other	-	x	0.9853	=	-	-
Other	-	x	0.9853	=	-	-
Total of Millage				=	0.00543	

Please review

Rollback

CERTIFICATION: SIGNATURES